

EXHIBIT 28

Agreement Number 000903-2007

MASTER ADVERTISING AGREEMENT

Between

Verizon Corporate Services Group Inc.

And

Hill, Holliday, Connors, Cosmopolous, Inc.

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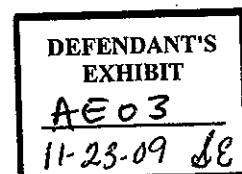


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MASTER ADVERTISING AGREEMENT

1. PARTIES

- 1.1 This Master Advertising Agreement ("Agreement") is made between Hill, Holliday, Connors, Cosmopolous, Inc. a Delaware corporation with offices at 53 State Street, Boston, Massachusetts 02109 ("Contractor"), and Verizon Corporate Services Group Inc., a New York corporation, having an office and principal place of business at One Verizon Way, Basking Ridge, New Jersey 07920, on behalf of itself and for the benefit of its Affiliates (individually or collectively "Verizon"), each a Party and together the Parties hereto.

2. TERM

This Agreement shall become effective when fully executed by both Parties hereto (the "Effective Date"), and the term of the Agreement shall commence retroactively to and including September 1, 2007 and shall continue in effect until December 31, 2008 (the "Initial Term"). This Agreement shall automatically renew for subsequent one-year periods at the end of the Initial Term (each a "Renewal Term") unless written notice of intent not to renew is given by one Party to the other at least ninety (90) days' prior to the end of the Initial Term or any Renewal Term.

3. DEFINITIONS

The terms defined in this Section shall have the meanings set forth below whenever they appear in this Agreement, unless the context in which they are used clearly requires a different meaning or a different definition is described for a particular Section or provision.

"Acceptance" or "Accepted" shall mean delivery to Contractor by Verizon of its written notice of acceptance pursuant to Section 8.

"Advertising" shall mean the practice of promoting Verizon products and services, generally in the form of Media.

"Affiliate" means, at any time, and with respect to any corporation, partnership, person or other entity, any other corporation, partnership, person or entity that at such time, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first corporation, partnership, person, or other entity. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a corporation,

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partnership, person or other entity, whether through the ownership of voting securities, or by contract or otherwise and which is in the same line of business as Verizon.

"Call Detail Information" shall be any information that pertains to the transmission of specific telephone calls, including: (a) for outbound calls, the number called and the time, location or duration of any call, and (b) for inbound calls, the number from which the call was placed and the time, location, or duration of any call.

"Competitor" shall mean (i) any Person in the wireless provider business, including providers of Commercial Mobile Radio Services, such as cellular, PCS, paging, Specialized Mobile Radio ("SMR"), such as dispatch radio and interconnect services for businesses, and Enhanced Specialized Radio ("ESMR"), such as digital SMR networks that provide dispatch, voice messaging and data services (ii) wireless data application and service providers and (iii) any Person whose primary business is land-based or voice over IP (VOIP) telecommunications or cable television other than Verizon Communications.

"Consultant" shall mean all individuals furnished by Contractor (employees, freelancers, and temporary personnel) which shall be set forth in a staffing plan and attached to an Authorization Letter, in order to perform the Services as indicated in Exhibit A or an Authorization Letter as such may be updated from time to time.

"Contractor Affiliate" shall mean Contractor's in-house production group or any other related subsidiaries or affiliates of Contractor that Contractor intends to use to perform Services.

"Creative Work" shall mean marketing and advertising materials, whether in print, video, audio, electronic or other format, including but not limited to, materials for (i) newspapers, (ii) magazines, (iii) radio broadcast, (iv) television, cable or satellite broadcast, (v) billboards, (vi) brochures and other point of sale documents, (vii) posters, (viii) direct mail, (ix) packaging, (x) sponsorships, (xi) events, (xii) websites and other digital communications.

"Customer Proprietary Network Information" or "CPNI" shall be as defined in 47 U.S.C. Section 222(h)(1).

"Direct Marketing" shall mean the practice of promoting Verizon products and services, generally in the form of printed materials distributed to consumers by U.S. mail, newspaper insertion, or similar mass distribution method

"Intellectual Property Rights" shall mean any patent, copyright, rights in Trademarks, trade secret rights and other intellectual property or proprietary rights arising under the laws of any jurisdiction.

"Media" shall mean a medium for the delivery of Creative Work.

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"Ongoing Services" shall mean those Services set forth in Exhibit A, Section 1, to be provided by Contractor,

"Order" shall mean a service order, Authorization Letter, in the form attached hereto as Exhibit E, Quotation (as defined in Section 5.2) signed by Verizon, or other written communication and/or electronic transmission that Verizon may deliver to Contractor for the purchase of Service.

"Person" shall mean any individual person, corporation, subsidiary, partnership, co-partnership, limited liability company, firm, joint venture, association, joint stock company, trust, estate, unincorporated organization, or other entity, however organized.

"Personal Information" shall be information that, either alone or in combination with other data, identifies or uniquely relates to an individual, such as an individual's name, social security number, financial account numbers (e.g., credit or debit card number or bank account information), account passwords and pass codes, driver's license and/or government-issued identification number, mother's maiden name, and healthcare records.

"Service" shall mean all services, including Ongoing Services, described within this Agreement and the exhibits attached hereto, and as such may be further defined in an Order.

"Territory" shall mean the United States of America, including its territories and possessions.

"Third-Party Services" shall mean goods or services Contractor purchases for Verizon as set forth in and authorized by this Agreement including, without limitation, freelancers. Such Third-Party Services shall be used only in the event that Contractor does not have the personnel and/or facilities to deliver such goods or perform any such Services.

"Third-Party Supplier" shall mean any Person not a party to this Agreement, including Talent (as such term is hereinafter defined in Exhibit A), providing Third-Party Services.

"Trademarks" shall mean any trademarks, service marks, trade dress, trade names, corporate names, proprietary logos or indicia and other source or business identifiers.

"Verizon Marks" shall mean those Trademarks of Verizon as set forth on Exhibit G and such other Trademarks, if any, as Verizon may, from time to time, notify Contractor in writing, or that Contractor can reasonably deduce, to be "Verizon Marks" within the meaning of this Agreement.

4. SCOPE

- 4.1 Verizon may purchase Service set forth at Exhibit A, on a nonexclusive basis, pursuant to the terms and conditions set forth in this Agreement and in accordance with the fee structure set forth in Exhibit B and as further described and set forth in an Authorization

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Letter. This Agreement does not order any Services and does not require Verizon to purchase any specific amount of Service from Contractor. Upon receipt of an Order, Contractor shall furnish certain Advertising and marketing related Services as more specifically described in this Agreement and the Exhibits attached hereto, for Annual Fees set forth in an Authorization Letter and calculated as set forth in Exhibit B, and as may be specified in an Order issued in accordance with Section 5.

- 4.2 In performing any Service hereunder, Contractor shall render undivided loyalty and allegiance to Verizon in relation to the subject matter of this Agreement. Except for FairPoint Communications, Inc. which is currently a client of Contractor, Contractor represents to Verizon that Contractor is not now providing, and will not knowingly provide during the Term of this Agreement, any services to any Competitor.
- 4.3 Without limitation of other provisions of this Agreement, Contractor shall not act, directly or indirectly, in a manner that may damage or disparage the goodwill or reputation of Verizon or its products or services.
- 4.4 Without limitation of Section 4.2, during the Term of this Agreement and for a period of four (4) months thereafter, Contractor shall not accept an assignment from any Competitor or provide any services similar to the Services rendered hereunder to any Competitor, with the exception of FairPoint Communications, Inc. which is currently a client of Contractor for which Contractor is and may continue to create regionally-based brand and transition communications to former Verizon customers and prospects in the northern New England markets that Verizon is exiting (Vermont, New Hampshire, and Maine) and sales support across regionally-based TV, print, and web channels. In the event Contractor seeks written consent of Verizon to provide services to a Competitor, Contractor shall notify Verizon in accordance with Section 25 of this Agreement. If Verizon consents, in its sole discretion, without limitation of Contractor's obligations otherwise set forth in this Agreement, Contractor shall comply with the following:
- 4.4.1 No information about Verizon may be shared with or in any manner accessible to the Competitor;
- 4.4.2 The following Consultants assigned to the Verizon account may not be assigned to a Competitor's account while working on the Verizon account or for a period of four (4) months thereafter, including, Head of Client Services, National Retail Director, Managing Director, Media Director, Group Account Directors, Management Supervisors, Creative Director, Associate Creative Director and VP Director of Data Services, Director of Planning; and,
- 4.4.3 No Consultant assigned to a Competitor's account may also be assigned to a Verizon account, without Verizon's prior written consent.
- 4.5 Contractor shall be under a continuing obligation to advise Verizon promptly of any actual or contemplated material changes in Contractor's ownership or control or any material change to Contractor's financial position, provided that Contractor shall not be obligated to violate any SEC or other laws or regulations.

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5. ORDERS

- 5.1 Contractor shall furnish Services to Verizon as specified in Letters of Authorization issued from time to time by Verizon and accepted by Contractor, in the form attached hereto as Exhibit E, hereinafter referred to as an "Authorization Letter." In addition, Verizon may request a Quotation from Contractor with respect to Additional Services or Third Party Services, as set forth in Exhibit A. Unless otherwise agreed, Quotations shall be valid for the earlier of (i) ninety (90) days from the date received by Verizon or (ii) the date Contractor specifies on the Quotation that such Quotation will become outdated. Quotations must clearly state the estimate of the cost of any Third-Party services. Contractor shall not be authorized to perform work with respect to any Quotation unless and until Verizon has accepted the Quotation in writing and incorporated the Quotation into an Order. For purposes of clarity, the parties agree that Quotations are estimates and not fixed figures, provided that Contractor shall not exceed the estimated amount by more than ten percent (10%), for Orders totaling less than five hundred thousand dollars (\$500,000) or more than five percent (5%) for Orders over five hundred thousand dollars (\$500,000). In all cases, Contractor shall receive written approval of Verizon prior to incurring such excess amounts and at such time, Verizon may determine if it will require Contractor to resubmit a Quotation to Verizon in accordance with this Section and Exhibit A, Section 2.4.4.
- 5.2 Each Order for Services, including Quotations accepted by Verizon, shall contain or incorporate by reference, the following information: (1) a description of the specific Service that Contractor or Third-Party Supplier is to perform, (2) an incorporation by reference of this Agreement, (3) a project number assigned by Verizon, if any, (4) a timetable by which each identified phase of the Service is to be completed, (5) Verizon's special conditions of Acceptance, if any, (6) a description of required status reports, if applicable, (7) the location where the Service is to be performed, (8) commencement and termination dates of Service, (9) agreed upon compensation including, whether such Service shall be covered by the Annual Fee set forth in an Authorization Letter or a reference to the applicable Quotation, issued in accordance with Section 5.2, (10) maximum authorized total expenditures, if not covered by the Annual Fees set forth in an Authorization Letter, (11) the name of Contractor's employee(s) providing Service, including Contractor's key personnel or project representative, (12) a list of the Affiliate(s) placing the Order and (13) the Verizon person appointed a project leader ("Project Leader"). Contractor shall acknowledge acceptance or rejection of the Order within twenty-four (24) hours of receipt. For purposes of clarity, Quotations and Orders shall be subject to the mutual agreement of the parties. The terms and conditions of this Agreement will control over any pre-printed terms contained in any Quotation or Order.
- 5.3 An Affiliate that issues an Order will be bound by and may enforce the terms and conditions of this Agreement with respect to any Service purchased by such Affiliate as though it were a direct signatory to the Agreement. Default by one Affiliate shall not affect any other Affiliate Party to this Agreement.
- 5.4 Verizon shall have the right to modify or cancel any Service, including any Order by providing notice via facsimile, e-mail, or other written form to Contractor and, in addition, may do so without any liability therefore if such change or cancellation is issued on or before any last date to change specified by Contractor and, if applicable indicated on the

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Quotation or incorporated into the Order issued pursuant to 5.1 (the "LDC"). Verizon agrees to provide a minimum of twenty-four (24) hours notice for changes on planning. However, if such change or modification is issued after the LDC and increases the time of performance or the cost of Services to be performed pursuant to an Order issued based on a Quotation (and not as part of the Annual Fee set forth in Exhibit B or in an Authorization Letter), then a written adjustment shall be made to the Order. In the event, Verizon requests a change or cancels an Order after the LDC, then Contractor shall take all necessary, appropriate, and lawful steps to carry out Verizon instructions, to include mitigation of any avoidable costs, liability, or obligation. If any portion of the Service may not be cancelled without liability for such cancellation, Contractor shall notify Verizon in writing of such restriction, which notification may be provided on the Quotation. In such case, any costs, including, but not limited to, out-of-pocket expenses, arising from any commitments that have been entered into by Contractor on behalf of Verizon in accordance with this Agreement prior to Verizon's cancellation or modification, shall be paid by Verizon.

- 5.5 Except as set forth in Section 5.1, industry practices of applying an allowable percent exceeding the amount authorized in an Order shall not pertain to this Agreement.

6. PAYMENT AND BILLING

- 6.1 Compensation for performance of Ongoing Services under this Agreement shall be calculated as set forth on Exhibit B or as agreed upon in an Order. For Affiliate Orders or Orders for Services not included in the Annual Fee, Verizon shall pay Contractor the amount authorized as stated in an Order, in accordance with the terms hereof.
- 6.2 In addition to the compensation set forth in Exhibit B and as further described and agreed to in an Authorization Letter, Verizon agrees to reimburse Contractor for reasonable expenses as set forth herein and in Exhibit C. Any expenses in excess of the amount authorized in Exhibit C must be approved in writing by Verizon prior to being incurred by Contractor. Contractor will be required to provide satisfactory documentation of expenses incurred and shall submit requests for payment of expenses with documentation to Verizon in accordance with the procedures outlined in Section 6.3, below. Verizon shall not reimburse Contractor for non-production travel expenses incurred in performing Service described in Exhibit A, unless otherwise agreed upon in an Order and with advance written approval from Verizon.
- 6.3 Contractor shall invoice Verizon as set forth in Exhibit D. The invoices shall be itemized with details as to all expenses, with receipts for any expenses referenced in Section 6.2 over twenty-five dollars (\$25.00). Payments of undisputed amounts shall be made within sixty (60) days from the date of receipt of each invoice.
- 6.4 Except as set forth in Section 5.1 regarding Additional Services or Third Party Services, the prices specified in this Agreement or through an Order are the total prices and there shall be no other charges whatsoever. Unless otherwise specified, the prices set forth in this Agreement or in an Order include all incidental costs, including transportation, entertainment and the use of all necessary tools, products and equipment. The prices

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include all taxes except those outlined in Section 19. Contractor is responsible for all of Contractor's own overhead, equipment, tools, telephone calls, transportation, materials and any costs of any nature unless this Agreement or an Order specifically provides otherwise. Contractor may not, on behalf of itself or any Third Party Supplier, charge Verizon for overtime work except as may be specifically authorized under this Agreement, or if approved by Verizon in advance.

- 6.5 If an Order requires Contractor to procure products or services at the expense of Verizon, Contractor shall use a competitive bidding process (subject to the thresholds in Exhibit A) and agrees to make all purchasing decisions solely on meeting the needs of Verizon at the lowest possible cost for such needs. Contractor must receive advance written or verbal approval from the Verizon Project Leader on any purchasing decisions which are not based solely on meeting the needs of Verizon at the lowest possible cost. Verizon may, in its discretion, direct Contractor to purchase the products or services from a supplier chosen by Verizon, or to purchase the products or materials after utilizing a competitive process. All such products or services shall be provided to Verizon on a pass-through basis with no mark-up of any kind. If Contractor receives a commission, rebate or any other payment from the supplier of such products or services based upon Contractor's purchases for Verizon, such commission, rebate or payment shall be passed on to Verizon.
- 6.6 At Verizon's option Contractor will do the following with respect to one or more Affiliates. Verizon may, at no additional cost to Verizon, require Contractor to accept purchase orders and submit invoices via the electronic Enterprise Order To Pay Solutions system interfacing with Verizon Purchasing and Accounts Payable Enterprise Resource Planning ("ERP") systems. Enrollment by the Contractor will be at no cost to Contractor, unless Contractor requires system customization or modification. In the event modifications are required, a detailed quote of customization costs will be provided for review prior to implementation. Transactions made over the Enterprise Order To Pay Solutions system shall be governed by the terms and conditions of this Agreement
- Payments made using such electronic invoice system shall not indicate acceptance of Products or Services, or any part of Products or Services.
- 6.7 Verizon acknowledges that lower than invoiced prices accepted as a result of a greater discount associated with faster payment via the electronic Enterprise Order To Pay Solutions system interfacing with Verizon Purchasing and Accounts Payable ERP systems are case-by-case decisions made by the Contractor and do not alter the stated prices or early pay discount in this Agreement.

7. RECORDS AND REPORTS

- 7.1 Contractor shall maintain complete records of all costs payable by Verizon under the terms of this Agreement for five (5) years from the date of service. Such records shall specifically include, but are not limited to, Quotations, timesheets, and Third-Party Supplier quotations and other bid documentation, invoices and proofs of performance, as applicable. All such records shall be maintained in accordance with recognized

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accounting practices. Verizon shall have the right, through its authorized representatives, to examine and audit such records at all reasonable times during regular business hours and at Contractor's premises. The correctness of Contractor's billing may be determined by such audits. It is specifically acknowledged and agreed that documents revealing individual employee salary or payroll information, as distinguished from aggregated Direct Salary Costs, and other confidential information relating to profitability, overhead (except for such profitability and aggregated overhead information that pertains directly to the compensation model applicable to this Agreement) or non-billable expenses of Contractor shall not be provided directly to Verizon hereunder but shall be made available to Verizon's authorized representatives.

- 7.2 If any audit reveals that Contractor has overcharged Verizon Contractor shall refund such overcharge to Verizon, plus interest fees (at the prime rate as published in the Wall Street Journal) on the overcharge within thirty (30) business days after receipt of written notice from Verizon. In addition, if the overcharge is greater than seven and one half percent (7.5%) of the billed charges, Verizon's out of pocket audit expenses shall be reimbursed by Contractor, not to exceed one hundred thousand (\$100,000) dollars. Overcharge means charges in excess of those identified in Exhibit B or in an Authorization Letter or those charges otherwise approved in accordance with this Agreement. If Contractor has not retained or cannot produce records which Verizon requests, and as a result thereof Verizon is required to pay a fine, penalty, or other monetary amount (the "Penalty Payment"), Contractor shall reimburse Verizon the Penalty Payment and any other costs incurred by Verizon as a result of Contractor's failure to retain records for the required time period.
- 7.3 Contractor shall promptly provide Verizon (Attn: Procurement Contract Manager) with a complete copy of Contractor's parent company's 10-K's issued during or otherwise published or memorialized during the Term of this Agreement.
- 7.4 If Contractor is itself a Certified Minority, Woman, Service Disabled Veteran and Person with Disability-Owned Business Enterprises (MWDVBE), as defined in Exhibit H "Compliance with Minority, Woman-Owned, and Service-Disabled Veteran Business Enterprises (MWDVBE) Utilization, Contractor shall retain its MWDVBE certification through the Term of this Agreement. If there is a change in Contractor's certification status, Contractor shall notify Verizon, in writing, within five (5) business days of the date of such change.
- 7.5 If the Contractor is not itself a Certified Minority, Woman, Service Disabled Veteran and Person with Disability Owned and Controlled Business Enterprises (MWDVBE) as set forth in Exhibit H, then with respect to the Contractor's compliance (as the Primary Supplier) with Minority, Woman, Service Disabled Veteran and Person with Disability-Owned Business Enterprises (MWDVBE) Utilization, Contractor agrees to use commercially reasonable best efforts to provide opportunities for Certified MWDVBE suppliers and to meet the requirements set forth in Exhibit H, Compliance with Certified Minority, Woman, Service-Disabled Veteran and Person with Disability-Owned and Controlled Business Enterprises (MWDVBE) Utilization.

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8. ACCEPTANCE

- 8.1 All Services performed and Creative Work provided under this Agreement shall be completed in accordance with this Agreement, an Authorization Letter or an Order, as applicable.
- 8.2 For each Service, Contractor shall continue to present creative concepts to the Verizon Project Leader until the Creative Work has been Accepted by Verizon. Contractor shall not incur any costs for which Verizon would be obligated to reimburse Contractor during this creative process or at any time prior to Verizon's Acceptance of the Creative Work unless otherwise authorized in advance by Verizon.
- 8.3 Furthermore, whether as agent pursuant to Section 24 or otherwise, no contract or commitment made by Contractor on behalf of Verizon shall be executed by Contractor without prior written approval by the Project Leader or by such other person or persons as may be designated in writing by Verizon. Accordingly, Contractor shall submit the following for advance written approval from the applicable Project Leader in such detail and within a timeframe as such Project Leader may reasonably request: (i) Quotations for Services; (ii) plans of the proposed schedules, geographic markets and Media channels through which each Creative Work is to be placed; (iii) all scripts, print copy, artwork, direct marketing and other material for necessary legal and technical approval prior to the initial production of Creative Work, (iv) detailed plans for any direct mail or marketing campaigns, including without limitation, proposed schedules, geographic markets and other relevant prospecting plans, methodology and data; and (v) upon request, copies of proposed Agreements with Third-Party Suppliers.
- 8.4 Prior to producing any Creative Works in finished form ("Deliverables") or committing any Verizon expenses in connection with production or otherwise, Contractor shall provide written notification of completion of Services and/or Creative Work to Verizon and obtain Verizon's prior written approval not to be unreasonably withheld. Prior written approval may take the form of email(s). Notwithstanding the foregoing, the parties acknowledge that in those instances where prior written approval is impracticable due to reasons of timing for jobs not costing in excess of \$25,000, verbal approval by Verizon with a written confirmation within three (3) business days from Contractor shall suffice.
- 8.5 Contractor will review all Creative Work, including Creative Work approved in writing by a Project Leader. Such review shall include, but not be limited to, requesting and reviewing prepress proofs to ensure Deliverables are free of errors. Contractor shall be responsible for any additional costs incurred as a result of errors by Contractor or a Third-Party Supplier, in the production or proofreading of Deliverables, provided that such costs shall be limited to the cost of reproducing the Deliverables and Contractor will provide Verizon with "make good" production time and materials media time and/or space (e.g. radio time, print space, etc.) and direct mail costs sufficient to fully compensate Verizon for the error within fifteen (15) days after receiving notice of the error provided such error was not directly approved by Verizon. All warranties made by Contractor under this Agreement shall survive termination of this Agreement.

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- 8.6 In the event Contractor, or its Third-Party Supplier, fails to correct such Services and/or Creative Work to the reasonable satisfaction of Verizon, or achieves less than one hundred percent (100%) accuracy in producing Deliverables in addition to the other remedies provided in this Agreement or at law or in equity, Verizon shall have the right to take such other steps necessary to remedy such noncompliance including, but not limited to, (i) employment of other contractors, (ii) requiring Contractor to, subject to Verizon's approval, secure a replacement of equal or better value within fifteen (15) days of Verizon's request, or sooner, if within a shorter timeframe agreed to by the Parties, or (iii) requiring Contractor to issue a credit or refund equal to the replacement cost of such Deliverables plus additional out-of-pocket costs incurred as a result of such failure. All warranties made by Contractor under this Agreement shall survive the Acceptance of Services and/or Creative Work and/or Deliverables. All Services performed and Creative Work provided under this Agreement shall be completed to the reasonable satisfaction of Verizon. The acceptance of such Services and/or Creative Work by Verizon shall be a condition precedent to the right of Contractor to receive payment in full for such Services and/or Creative Work.

9. WARRANTIES

Contractor represents and warrants that:

- 9.1 All Services furnished by Contractor shall be performed (i) in a diligent, efficient and skillful manner, (ii) to the best of Contractor's ability and (iii) at the highest professional standards in the field and to the specifications agreed to in this Agreement and additional specifications agreed to from time to time by the parties.
- 9.2 All Services performed under this Agreement (with the exception of any materials or information provided to Contractor by or at the direction of Verizon, including, without limitation, the Trademarks listed at Exhibit G of this Agreement) do not and will not give rise to or result in any infringement or misappropriation of any patent, copyright, trade secret, or any violation of any other intellectual property right of any third party.
- 9.3 Contractor, including its employees, agents and contractors, has obtained and will maintain for the Term of this Agreement, any Permits (as such term is defined in Section 20) necessary for the performance of Services.
- 9.4 Most Favored Customer
- 9.4.1 Contractor warrants and represents that the Direct Salary Costs used to determine the annual fee set forth in an Authorization Letter are, in the aggregate, the actual rates paid to the staff assigned to the Account Team at the time the Authorization Letter was executed. If, during the Term of this Agreement, Contractor offers a customer, similar to Verizon, more favorable billing rates than Verizon, then Contractor shall, within thirty (30) days after the effective date of such offering, notify Verizon and at Verizon's option, all applicable Orders shall be deemed to be automatically amended to provide Verizon the more favorable rates. For purposes of this section, "similar to

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Verizon" shall mean in terms of: (i) billing levels, (ii) staffing and creative requirements, and (iii) is retail advertising oriented in nature.

9.5 Offshore Restrictions

9.5.1 Except with Verizon's advance written consent, in no event shall Confidential Information regarding or pertaining to Verizon's systems, infrastructure, employees, or customers be stored, transmitted, or accessed at, in, through, or from a site located outside the United States nor made available to any person who is located outside the United States unless such Confidential Information relates solely, directly and independently (i) to Verizon employees or customers located outside of the United States, or (ii) to voice or data communications of Verizon or its customers that originate and terminate outside the United States, or (iii) to Verizon systems and/or infrastructure dedicated to the provision of Verizon's voice or data services outside the United States or otherwise necessary for storage or access outside the United States in connection with security, back-up, disaster recovery, or related purposes as required by Verizon services specifications, security and/or technical requirements.

9.5.2 Notwithstanding subsection 9.5.1 above, unless Contractor secures Verizon's further, prior written consent, in no event (i.) shall Contractor provide, direct, control, supervise, or manage any voice or data communication with regard to Verizon customers that occurs between United States locations (or the United States portion of any international communication that may originate or terminate within the United States) from a location outside of the United States, nor (ii.) shall Verizon Customer Data be stored, transmitted, or accessed, from, at, in, or through a site located outside the United States without Verizon prior written consent. "Verizon Customer Data" shall include (a) any subscriber information, including, without limitation, name, address, telephone number or other personal information of the Verizon subscriber; (b) any call-associated data, including without limitation, the telephone number, internet address or other similar identifying designator associated with a communication; (c) any billing records; (d) the time, date, size, duration of a communication or physical location of equipment used in connection with a communication; or (e) the content of any Verizon customer communication.

9.5.3 Nothing in this Section is intended to nor shall it operate in derogation of any requirement imposed on Verizon by a governmental body or agency outside the United States.

9.6 Each Party represents and warrants that its actions in connection with this Agreement will be in strict accordance with (a) Verizon Advertising and Consumer Clear Disclosure policies a copy of which shall be provided within thirty (30) days following execution of this Agreement and (b) all applicable federal, state, and local laws and regulations, including, but not limited to, advertising, consumer protection and unfair trade practice laws as well as the Federal Trade Commission Act and any "Little FTC" acts, and all standards and regulations of appropriate regulatory commissions and similar agencies

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(collectively, "Advertising Laws"). Nothing in this Section 9.6 shall be deemed to limit either Party's obligations pursuant to Section 11 or 22 of this Agreement.

- 9.7 Verizon represents and warrants that all materials and/or information provided to Contractor by or at the direction of Verizon (including without limitation the Trademarks listed at Exhibit G of this Agreement) to the best of its knowledge do not and will not give rise to or result in any infringement or misappropriation of any patent, copyright, trade secret, or any violation of any other intellectual property right of any third party.
- 9.8 Contractor will not arbitrarily close its office on a regularly scheduled Contractor workday unless Contractor provides at least twenty-four (24) hours notice to Verizon and provides sufficient staff and other resources required to perform Services requested or required by Verizon during such closed period.
- 9.9 Contractor shall remove from the project, at Verizon's request, any person furnished by Contractor who, in Verizon's opinion, is incapable, uncooperative or otherwise unacceptable in the execution of the services to be provided under this Agreement.
- 9.10 All representations and warranties contained in this Agreement shall continue for the Term of this Agreement and shall survive its termination or expiration.

10. TERMINATION FOR CAUSE AND CONVENIENCE

10.1 Termination for Cause

10.1.1 The following shall constitute an event of default under this Agreement:

- 10.1.1.1 The filing by either Party of a voluntary petition in bankruptcy.
- 10.1.1.2 Either Party is adjudged bankrupt.
- 10.1.1.3 A court assumes jurisdiction of the assets of either Party under a federal reorganization act.
- 10.1.1.4 A trustee or receiver is appointed by a court for all or a substantial portion of the assets of either Party.
- 10.1.1.5 Either Party becomes insolvent or suspends its business.
- 10.1.1.6 Either Party makes an assignment of its assets for the benefit of its creditors except as required in the ordinary course of business.
- 10.1.1.7 A breach by Contractor of any of the following sections: Section 4.2, 4.3, 4.4, 12 or 17;

10.1.1.8 Either Party fails to observe or perform any material term or condition of this Agreement (other than Sections set forth in 10.1.1.7) and such failure continues for thirty (30) days after written notice to such Party.

10.1.2 If an event of default by either Party occurs, the other Party may terminate this Agreement by giving written notice of termination to the defaulting Party, such termination to be effective upon the date specified which shall in no event be longer than thirty (30) days after the notice of termination.

10.2 Termination for Convenience

10.2.1 Either Party may terminate this Agreement for convenience (that is, for any reason or no reason) upon ninety (90) days prior written notice to the other Party. Verizon may also terminate an Authorization Letter issued hereunder for any reason with respect to a particular Affiliate(s) at any time upon ninety (90) days prior written notice to Contractor.

10.2.2 Verizon shall have the right, in its sole discretion, to modify, reject, postpone, cancel, or stop any and all plans, schedules, or work-in-progress, with respect to any Order, and Contractor shall immediately take proper steps in order to carry out any instructions in such regard. In such event, Verizon or the applicable Affiliate will assume Contractor's liability for all authorized commitments and reimburse Contractor for all authorized expenses, reasonably incurred that result from such actions, including but not limited to out-of-pocket expenses.

10.3. Termination of this Agreement and/or an Authorization Letter shall not affect any Order placed prior to the effective date of such termination unless otherwise stated and it is expressly agreed that the terms and conditions of the Agreement shall continue in full force and effect with respect to Services to be performed pursuant to such Order(s).

10.4 Procedures Upon Termination

10.4.1 Upon written notice of any termination of this Agreement the rights, duties and responsibilities of Verizon and Contractor, and the compensation arrangements set forth herein, shall continue in full force during the notice period. Contractor shall also maintain a full staff during said notice period to ensure that Contractor provides the full Services ordered.

10.4.2 Within a reasonable time, but in no event longer than thirty (30) days after the effective date of termination or expiration of this Agreement, Contractor shall (i) render invoices in accordance with Exhibit D for all amounts then payable by Verizon for Services and (ii) provide a report of any outstanding amounts due to Third-Party Suppliers. Within ninety (90) days after providing such report, Contractor shall provide invoices in connection with such outstanding Third-Party Supplier payments. Upon termination or expiration of this Agreement, Verizon shall

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reimburse Contractor for all amounts then outstanding under contracts with Third-Party Suppliers entered into by Contractor and approved by Verizon in connection with the Services of Contractor pursuant to this Agreement.

- 10.4.3 Upon notice of termination of this Agreement, Contractor shall and by a reasonable date to be specified by Verizon, transfer, assign, and make available to Verizon or its representative all property and material in the possession or control of Contractor or any Third-Party Supplier which, pursuant to the terms of this Agreement, is the property of Verizon, including but not limited to all Creative Work, Deliverables, information regarding Verizon's marketing, Media, and promotional concepts and plans.
- 10.4.4 Upon termination of this Agreement, and upon full payment of all undisputed sums due Contractor, any contract that Contractor has entered into, amended or renewed with any Third-Party Supplier or any Talent, shall, simultaneously on the effective date of such termination, be automatically assigned to Verizon or to a third party designated by Verizon if provided for in such contract and if not so provided, Contractor shall not challenge or object on any ground to Verizon or a third party designated by Verizon entering into a direct contract with such Third-Party Supplier or Talent. Verizon shall assume all of the rights and obligations under said contracts arising thereafter and Contractor shall be relieved of any further responsibility or liability with respect thereto, provided that such agreements are entered into in accordance with this Agreement. Verizon shall indemnify, defend and hold Contractor harmless from and against any loss, cost, liability or damage (including attorneys' fees and costs) resulting from any claim, suit or proceeding made or brought against Contractor based upon a claim arising from or relating to acts or omissions arising after the assignment of said contracts.
- 10.4.5 Contractor agrees to cooperate with Verizon in transitioning Services to Verizon, or as designated and directed by Verizon.
- 10.4.6 During the 90-day notification period, Verizon shall be liable to pay the pro-rata portion of the annual fee set forth in an Authorization Letter and compensation as set forth in this Agreement, an Authorization Letter or an Order. Upon termination, (i) if Contractor has received advance payment of any portion of the annual fee or any portion of payment due in connection with a particular Order, Contractor shall refund to Verizon the pro-rata portion of the annual fee, or amount authorized in such Order, in excess of the amount owing up to the date of termination and (ii) Verizon shall reimburse Contractor for any costs incurred by Contractor on behalf of Verizon prior to the date of termination, provided such costs were approved in accordance with the terms of this Agreement. Unless otherwise agreed to by the parties, Contractor shall not be entitled to any compensation, reimbursement or commission following the effective date of termination. Effective date of termination shall include the 90-day notification period.
- 10.5 The foregoing rights are in addition to, and not in limitation of, any other remedy either Party may have at law or equity, all of which are hereby expressly reserved.

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11. INFRINGEMENT

- 11.1 Contractor shall indemnify, defend and hold harmless Verizon, its parents, subsidiaries and Affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns ("Verizon Indemnified Parties") from any third-party claims, demands, lawsuits, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("Contractor IP Claims") arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with the Service, the Creative Work or Deliverables, provided that this indemnity shall not apply to (a) any materials or information provided to Contractor by or at the request of Verizon, including without limitation the Trademarks outlined at Exhibit G, (b) to any New Marks approved by Verizon in accordance with Section 13.3.2, and (c) any Creative Work or Deliverables which have been altered by or at the direction of Verizon, but only to the extent such Contractor IP Claim arises from such alteration. Notwithstanding anything to the contrary contained in this Agreement (including, but not limited to, Section 22), the provisions of this Section 11, shall govern the rights of Verizon Indemnified Parties with respect to indemnification for IP Claims.
- 11.2 Verizon shall indemnify, defend and hold harmless Contractor, its parents, subsidiaries and Affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns ("Contractor Indemnified Parties") from any third-party claims, demands, lawsuits, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("Verizon IP Claims") arising from or relating to any actual or alleged infringement or misappropriation of any patent, trademark, copyright, trade secret or any actual or alleged violation of any other intellectual property or proprietary rights arising from or in connection with (a) any materials or information provided to Contractor by or at the request of Verizon, including without limitation the Trademarks outlined at Exhibit G, (b) any New Marks approved by Verizon in accordance with section 13.3.2, and/or (c) any Creative Work or Deliverables which have been altered by or at the direction of Verizon, but only to the extent such Verizon IP Claim arises from such alteration. Notwithstanding anything to the contrary contained in this Agreement (including, but not limited to, Section 22), the provisions of this Section 11, shall govern the rights of Contractor Indemnified Parties with respect to indemnification for Verizon IP Claims.
- 11.3 The procedures set forth in Section 22 shall apply in the case of Contractor IP Claims and Verizon IP Claims hereunder.

12. CONFIDENTIAL INFORMATION**12.1 Confidential Information**

The non-disclosure provisions set forth as Exhibit F shall apply to this Agreement. Absent written approval of Verizon, Contractor shall not disclose any Confidential

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Information, as defined in Exhibit F to any Affiliate ordering hereunder unless such information pertains to that Affiliate. Neither Party shall disclose such Confidential Information to its agents, contractors, or others without the prior written approval of the disclosing Party; and in the event of such approval, Contractor shall obtain their written agreement in a form substantially similar to that contained in Exhibit F to protect Confidential Information provided hereunder. Each Contractor employee performing Services under this Agreement shall sign a non-disclosure agreement in the form of Exhibit F and each Contractor employee and freelancer hereafter assigned to perform Services hereunder shall, prior to commencing such Services, sign a non-disclosure agreement in the form of Exhibit F. Contractor shall require each Contractor employee and each Consultant with access to Verizon Confidential Information to annually execute a non-disclosure agreement in the form of Exhibit F and Contractor shall be directly liable for any failure to comply with this Section and any breach or disclosure of Confidential Information by any of its employees or any Consultant.

13. VERIZON PROPERTY AND TRADEMARKS

13.1 Ownership And Care Of Work Product And Intellectual Property

13.1.1 Work Product

Provided that Verizon has paid all undisputed sums due Contractor hereunder, and subject to Third Party Rights (as defined in Section 13.1.4) any and all Creative Work, Deliverables, copy, photographs, artwork, drawings, layouts, plans, commercials, musical themes, concepts, ideas, names, trademarks, service marks, trade names, logos, slogans, graphic and other creative products or designs, messages, taglines, themes, action programs, data, notes, models, prototypes, listings, technical data and other materials in any media developed, created or produced by or for Contractor in connection with or pursuant to the terms and conditions of this Agreement (including any reports to be prepared by Contractor for Verizon under this Agreement and any and all original research used in such reports or research customized for Verizon or specifically requested by Verizon regardless of the form of such research) ("Work Product"), but specifically excluding secondary research reports and all computer programs and proprietary tools (including but not limited to software, methodologies and formulae of Contractor) and all intellectual property rights embodied in such Work Product shall be and remain the exclusive property of Verizon, and Verizon shall have the rights to use such for any lawful purpose without any additional compensation to Contractor or any Third-Party Supplier, other than fees, if any, due in connection with use of Advertising incorporating Talent (as set forth in Exhibit A). Contractor shall take reasonable care of all Work Product in its possession, and shall deliver such Work Product to Verizon or the successor Contractor designated by Verizon immediately upon expiration or termination of this Agreement or upon the earlier request of Verizon.

During the Term, Contractor shall keep all Work Product that is less than one (1) year old on-site at Contractor's offices. Work Product that is more than one (1)

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year old, but less than three (3) years old, may be stored off-site by Contractor. Work Product that is more than three (3) years old shall be returned to Verizon or, otherwise disposed of as directed by Verizon.

Upon termination of this Agreement, Contractor shall return all Work Product to Verizon or upon Verizon's request store such Work Product at the expense of Verizon, providing that Verizon has paid all undisputed sums due to Contractor, hereunder.

13.1.2 Copyrights

Contractor agrees by this written instrument, for purposes of Title 17 of the United States Code, that subject only to Third Party Rights in connection with such Work Product (a) all Work Product is and shall be considered a work made for hire exclusively for Verizon and (b) Verizon shall be considered the sole author of, and shall own all right, title and interest in and to the copyrights in such Work Product.

If any Work Product shall not be deemed to be a work made for hire exclusively for Verizon under 17 U.S.C. § 101, Contractor, subject only to Third Party Rights set forth in Section 13.2.4 in connection with such Work Product, hereby assigns, conveys, transfers and delivers and agrees to assign, convey, transfer and deliver to Verizon its entire right, title and interest in and to such Work Product, including all copyrights therein. Contractor further agrees, subject only to Third Party Rights in connection with such Work Product, to execute or cause to be executed whatever assignments of copyright and ancillary and confirmatory documents in said Work Product as may be required or appropriate so that title to the Work Product and to the copyrights therein will be clearly and exclusively held by Verizon or any nominee thereof.

Further, provided Verizon has made full payment of all undisputed sums due Contractor hereunder, Contractor grants to Verizon a perpetual, royalty-free, nonexclusive, transferable, sublicensable, and irrevocable license to any and all of Contractor's copyrighted or copyrightable works which are embedded in Work Product to the extent such are required to enable Verizon to receive the full benefit of such Work Product.

13.1.3 Waiver of Rights

Contractor unconditionally waives all moral rights in any Work Product created hereunder, including works that are, or will be, assigned to Verizon, or in which Verizon acquires licenses or other rights, under this Agreement or any other agreement between the parties. Specifically, Contractor waives the right to have any authorship in such works attributed to it and waives any right to require Verizon to refrain from, or require Contractor's consent to, making any and all modifications, additions or deletions to such works.

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13.1.4 Third Party Rights

With respect to any rights and licenses that Contractor may have obtained or acquired from third parties, Verizon acknowledges and agrees that Contractor may grant to Verizon only such rights and licenses as outlined in agreements with third parties, provided that Contractor shall obtain all necessary releases, licenses, permits, and other authorization to use any and all copyrighted, copyrightable, or other protected properties or works belonging to third parties which are incorporated in, or necessary or useful in order to realize the full benefit of any Work Product or other materials furnished to Verizon, and shall inform Verizon in writing in advance of any limitations imposed upon Verizon's use of any such copyrighted, copyrightable, or other protected properties or works belonging to third parties (collectively, the "Third Party Rights").

13.1.5 Incorporated Works

In addition to any other rights and licenses granted to Verizon herein, Contractor grants to Verizon a royalty-free, nonexclusive, transferable, sublicensable and irrevocable license under any and all copyrighted or copyrightable works not created or prepared by or for Contractor in connection with this Agreement (i.e., pre-existing materials), but which are incorporated in, or necessary or useful in order to realize the full benefit of, Work Product or any other materials furnished to Verizon by Contractor under this Agreement. Notwithstanding the foregoing, with respect to any such rights and licenses that Contractor may have obtained or acquired from third parties for such pre-existing works, Verizon acknowledges and agrees that Contractor may grant to Verizon only such rights and licenses as it may have obtained or acquired from such third parties.

13.1.6 Authority; Further Agreements

Contractor warrants and represents that it has or will have the right, through written agreements or otherwise, to secure for Verizon the rights called for in this Section. Further, if Contractor uses any subcontractor, consultant or Third-Party Supplier to perform any of the Services contracted for by this Agreement, Contractor agrees to enter into such written agreements with such subcontractor, consultant or Third-Party Supplier, and to take such other steps as are or may be required to secure for Verizon the rights called for in this Section.

13.1.7 impactLab and OfferLab (impactLab formerly Offerlab)

Notwithstanding the above, impactLab and OfferLab, a registered trademark product of Contractor, shall remain the property of Contractor. Verizon agrees that the research methodology technique and analysis tools in impactLab and OfferLab remain the sole exclusive property of Contractor. Contractor agrees that the data and reports produced on behalf of Verizon, that have been requested, paid and provided to Verizon shall remain the property of Verizon. In addition, all relevant data associated with Verizon and the work performed on

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behalf of Verizon by Contractor shall remain the exclusive property of Verizon and shall be stricken from the impactLab and OfferLab databases upon the effective date of termination of this Agreement.

13.2 Verizon's Property

Title to all property owned by Verizon and furnished to Contractor shall remain in Verizon.

Any property owned by Verizon and in Contractor's possession or control shall be used only in the performance of this Agreement unless authorized in writing by Verizon. Contractor shall adequately protect such property, and shall deliver or return it to Verizon or otherwise dispose of it as directed by Verizon.

Contractor shall be responsible for any loss of or damage to property owned by Verizon and in Contractor's possession or control.

13.3 Trademarks And Trade Names

13.3.1 Verizon Marks License

13.3.1.1 Subject to Section 13.3.3, below, Verizon hereby grants Contractor the non-exclusive, royalty free, personal, revocable, non-transferable right to use, reproduce, publish, perform and display the Verizon Marks during the Term, strictly in connection with the terms of this Agreement and any applicable Order, and only with the prior written consent of Verizon.

13.3.1.2 Contractor shall immediately and fully correct and remedy any deficiencies in its use of the Verizon Marks and/or the quality of any materials, activities, products, or services it offers or markets in conjunction with the Verizon Marks, upon written notice from Verizon. If such deficiencies are a result of Contractor's failure to comply with Verizon's guidelines, such corrections shall be at Contractor's sole cost and expense.

13.3.2 Creation of New Verizon Marks

13.3.2.1 Without limitation of any other provisions in this Agreement, in performing Services under this Agreement, Contractor may develop potential new trademarks, service marks, names, slogans, logos, domain names or phrases ("New Marks") for use in Advertising and/or Media. Contractor shall provide a list of all potential New Marks to Verizon for review and approval.

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13.3.2.2 Contractor will not use any New Marks, unless such New Mark has been previously approved by Verizon's trademark counsel. Contractor agrees that such New Marks are and shall remain Verizon's sole property and shall be deemed Verizon Marks.

13.3.2.3 Contractor shall cooperate fully with Verizon in regard to obtaining trademark protection for such New Marks in the name of Verizon and defending any such rights obtained.

13.3.3 Use of Marks

13.3.3.1 Prior to the first use of any Verizon Mark in the manner permitted herein, Contractor shall submit a sample of such proposed use to Verizon for its prior written approval of such use. In addition, if there are modifications to a use of a Verizon Mark after the first approved use of such, such modifications must be submitted to Verizon for approval prior to the modified use.

13.3.3.2 Without limiting the generality of the foregoing, Contractor shall strictly comply with all standards with respect to the use of the Verizon Marks of which Contractor has been provided in Exhibit G and which may be furnished by Verizon from time-to-time, and all uses of the Verizon Marks in proximity to the trade name, trademark, service name or service mark of Contractor, any Third-Party Supplier or any other third party shall be consistent with the standards furnished by Verizon.

13.3.3.3 Unless otherwise directed by Verizon, Contractor shall not create a combination mark consisting of one (1) or more Verizon Marks and any other Trademark.

13.3.3.4 All uses of Verizon Marks shall inure to the benefit of Verizon. Contractor hereby acknowledges and agrees that, as between the parties hereto, Verizon is the owner of the Trademarks identified as its marks on Exhibit G to this Agreement, and all goodwill associated therewith shall inure to the benefit of Verizon.

13.3.3.5 At any time, Verizon may update or change the list of Verizon Marks usable by Contractor hereunder, by written notice to Contractor.

13.3.4 Limitations

13.3.4.1 Contractor and Contractor Affiliates shall have no right to reproduce or sublicense, resell or otherwise distribute all or any portion of the Verizon Marks or materials to any person other than as provided for in this Agreement.

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13.3.4.2 During the Term of this Agreement, Contractor shall not use, register, or attempt to register, in any country, any name or trademark identical or confusingly similar to the Verizon Marks. Verizon shall have the sole right to, and in its sole discretion may control any action concerning its Trademarks.

13.3.5 A violation of any of the provisions of this Section 13.3 may cause irreparable harm and injury to Verizon and Verizon shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining Contractor from doing or continuing to do any such act and any other violations or threatened violations of this Section 13.3.

14. PUBLICITY AND DISCLOSURE

Each Party agrees not to provide copies of this Agreement, or otherwise disclose the terms of this Agreement, to any third party (other than to each Party's attorneys and accountants or auditors, or to each Party's parent corporation) without the prior written consent of the other Party. Each Party further agrees to submit to the other Party's Corporate Communications Department or other specified individuals for written approval, all advertising, sales promotion, press releases and other publicity matters relating to the existence of this Agreement or the provisioning of services by Contractor. When Contractor sends such requests to Verizon, the requests shall be sent to:

Vice President -- Corporate Communications
Verizon Wireless
One Verizon Way
VC43E062
Basking Ridge, New Jersey 07920

Vice President -- Media Relations
Verizon Telecom
One Verizon Way
VC31W467
Basking Ridge, NJ 07920

Vice President -- Media Relations
Verizon Business
One Verizon Way
VC31W461
Basking Ridge, NJ 07920

15. COMPLIANCE WITH LAWS

Each party shall comply with the provisions of all consumer clear disclosure and unfair trade practice obligations, any ethical codes or procedures promulgated by Verizon (and provided to Contractor in writing) and applicable consultants, and all applicable federal, state, county and local laws, ordinances, regulations and codes (including procurement of required permits or certificates) in providing products and/or Services and in performing its other obligations under this Agreement and applicable equal employment

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opportunity laws, rules and regulations, which are expressly incorporated herein by reference and with those laws and the provisions of this agreement that apply to the safeguarding, protection, and disposal of Personal Information, Customer Proprietary Network Information and Call Detail Information. In the event of an unauthorized disclosure of Personal Information, Customer Proprietary Network Information or Call Detail Information in violation of the foregoing, Supplier shall provide notice of same by e-mail to security.issues@verizon.com within forty-eight (48) hours, and to the contract notice addressee set forth in Section 26 (Notices) by the means set forth therein. In addition, no person conducting or assisting in an investigation on behalf of Verizon, whether employed by Supplier or by an approved subcontractor, shall make any false statements to obtain information. Nothing in this Section 15 shall be deemed to limit either Party's obligations pursuant to Section 12 or 22 of this Agreement.

16. **FORCE MAJEURE**

Neither Party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party ("Condition"). If any such Condition occurs, the Party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis during the continuance of such Condition (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the Party so affected shall use commercially reasonable efforts to avoid or remove such Condition, and both parties shall proceed immediately with the performance of their obligations under this Agreement whenever such causes are removed or cease.

17. **ASSIGNMENT**

The rights, obligations, and other interests of either Party shall not be assigned by that Party, in whole or in part, without the prior written consent of the other Party and any purported assignment of same shall be void; provided that Verizon shall have the right to assign this Agreement to any parent, subsidiary or Affiliate, provided further that such assignment by Verizon shall not cause Contractor to violate any exclusivity or non-compete obligations it may have to any other client of Contractor.

18. **SUBCONTRACTING**

Contractor shall not use subcontractors to perform the Services under this Agreement except by prior written consent of Verizon. Requests by Contractor to Verizon to use subcontractors shall be in writing and shall specify the Services to be subcontracted and the identity of the proposed subcontractors. It shall be Contractor's responsibility to update Verizon as it adds or deletes subcontractors and to ensure that the subcontractors it uses are in all cases approved by Verizon. Contractor accepts full responsibility for the acts and omissions of subcontractors and of persons either directly or indirectly employed by them to

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the same extent as Contractor is responsible for the acts and omissions of persons directly employed by Contractor.

If Contractor has any Contractor Affiliate or Third-Party Supplier which Contractor intends to use to perform Services, prior to the performance of any such Services Contractor shall (i) notify the applicable Project Leader in writing of the name of the Contractor Affiliate or Third-Party Supplier and its relationship to Contractor and (ii) provide the applicable Project Leader with a Quotation, in accordance with Section 5.2 and Exhibit A. Contractor agrees that any fees and costs incurred by a Contractor Affiliate or Third-Party Supplier will be billed to Verizon on a pass-through (actual cost including payroll taxes) basis with no mark-up of any kind. In the event that Contractor hires a freelancer to perform Services and Verizon will not be billed for these Services in any way, then Contractor shall not be obligated to provide prior notice and a Quotation to the Verizon Project Leader.

19. TAXES

- 19.1 Verizon shall, as required by law, pay all United States state and local sales and use tax or other similar United States transfer tax in the nature of sales or use tax, however denominated (each, a "Tax"), which is directly and solely attributable to purchases by Verizon from Contractor for consideration under this Agreement. Contractor shall bill such Tax to Verizon in the amount required by law, separately stating the amount and type of the billed Tax on the applicable invoice; Verizon shall pay such billed amount of Tax to Contractor; and Contractor shall remit such billed amount of Tax to the appropriate tax authorities as required by law; provided, however, that Contractor shall not bill to or otherwise attempt to collect from Verizon any Tax with respect to which Verizon provides Contractor with (i) an exemption certificate prepared in accordance with applicable law, (ii) a direct pay number, or (iii) other evidence, reasonably acceptable to Contractor, that such Tax does not apply. Except as provided in this Section 19.1, Contractor shall bear the costs of all import and export duties and other governmental fees and taxes of whatever nature with respect to all Services supplied under this Agreement.
- 19.2 Upon request, Contractor shall provide Verizon with a list of those states for which Contractor does not bill and remit Taxes because Contractor does not have nexus with that state.
- 19.3 Contractor shall cooperate with Verizon so as to minimize the tax liability of Verizon, including, without limiting the generality of the foregoing, liability for Tax to be billed and collected under Section 19.1. Such cooperation shall include, without limiting the generality of the foregoing, the separate statement of taxable and nontaxable charges on all invoices, and, where applicable, the purchase of goods and services from Third-Party Suppliers on a tax-exempt basis.
- 19.4 Contractor shall cooperate with all reasonable requests of Verizon in connection with any contest or refund claim with respect to taxes. If Contractor incorrectly bills and collects Tax from Verizon and the taxing authority requires that any refund from the taxing authority be sought by the billing Party, then, upon request from Verizon,

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Contractor shall seek the refund and remit to Verizon the amount of the refund actually obtained, together with interest, if any, actually received, promptly upon receiving such refund and interest, if any, from the taxing authority.

- 19.5 Except with respect to Taxes described in Section 19.1, if any payments made by or on behalf of Verizon under this Agreement are subject to any taxes, levies, customs, duties, deductions, charges or withholdings, or are subject to any other governmental liability or charge (including, without limiting the generality of the foregoing, any penalty, addition to tax or interest), including, without limiting the generality of the foregoing, any value added tax, consumption tax or withholding tax (each, a "Governmental Charge"), then Verizon shall receive full credit from Contractor for such amounts hereunder as if they were amounts paid directly by Verizon to Contractor with respect to the amounts payable by Verizon to Contractor under this Agreement. Upon Contractor's request, Verizon shall promptly take, at Contractor's expense, all actions reasonably requested by Contractor to mitigate the aggregate amount of Governmental Charges (including, without limiting the generality of the foregoing, the accurate completion of forms, certificates and documents and the provision of accurate, nonconfidential information to the relevant taxing authority); provided, however, that Verizon shall not be required to take any such action which would subject Verizon to any unreimbursed expense. If Verizon receives a receipt with respect to a Governmental Charge, then Verizon shall furnish to Contractor, at its address referred to herein, the original or a certified copy of such receipt.

- 19.6 For purposes of clarity, the parties agree that Contractor is acting as agent for a disclosed principal with regard to sales taxes.

20. PERMITS

Unless otherwise specifically provided for in this Agreement, Contractor shall obtain and keep in full force and effect, at its expense, any permits, licenses, consents, approvals and authorizations ("Permits") necessary for the performance and completion of Services. It shall be the responsibility of Contractor to obtain, at its expense, all Permits pertaining to the moving of Contractor's equipment and the right to perform Services in a given location and Contractor must submit to Verizon evidence of any Permits required for Contractor to perform Services in a given location.

21. PLANT AND WORK RULES AND RIGHT OF ACCESS

- 21.1 Anyone acting on behalf of one Party, while on the premises of the other, shall comply with all plant rules, regulations and premises owner's standards for security.
- 21.2 Each Party shall permit reasonable access during normal working hours to its facilities in connection with the Service. Reasonable prior notice shall be given when access is required in order to perform Services. It is agreed that neither Party shall be required to provide unescorted access to its facilities.

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- 21.3 If Contractor is given access, whether on-site or through remote facilities, to any Verizon computer or electronic data storage system in order for Contractor to accomplish the Services called for in this Agreement, Contractor shall limit such access and use solely to perform Services within the scope of this Agreement and shall not access or attempt to access any computer system, electronic file, software or other electronic services other than those specifically required to accomplish the work required under this Agreement. Contractor shall limit such access to those of its employees who are qualified and required, subject to Verizon requiring written authorization, to have such access in connection with this Agreement, and shall strictly follow all Verizon's security rules and procedures for use of Verizon's electronic resources. All user identification numbers and passwords disclosed to Contractor and any information obtained by Contractor as a result of Contractor's access to and use of Verizon's computer and electronic data storage systems shall be deemed to be, and shall be treated as, Verizon Confidential Information under applicable provisions of this Agreement. Verizon reserves the right to monitor such actions by Contractor and Contractor agrees to cooperate with Verizon in the investigation of any apparent unauthorized access by Contractor to Verizon's computer or electronic data storage systems or unauthorized release of Confidential Information by Contractor.
- 21.4 If Contractor is given such access to any Verizon computer or electronic storage system, or if Contractor otherwise exchanges electronic messages or communications with Verizon (including but not limited to Verizon accessing any of Contractor's data bases or systems on-site or remotely), or if Contractor furnishes software or other electronic transmissions to Verizon, (i) Contractor shall not nor to the best of Contractor's knowledge shall it permit or enable any third party to transmit or introduce any virus, worm or other malicious code to Verizon or into its network, computers, electronic storage systems or other systems and (ii) any software provided to Verizon by Contractor for use by Contractor or Verizon shall not, or if Contractor licenses such software from a Third Party to the best of Contractor's knowledge such software shall not, (a) contain hidden files; (b) replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (c) alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides; (d) contain no encrypted imbedded key unknown to Verizon, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs or data developed under this Agreement, based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria ("Illicit Code"). Contractor shall indemnify and hold Verizon harmless from any loss or damage arising from Contractor's violation of this Section.
- 21.5 Verizon reserves the right to request at any time and for any reason that specific Consultants of Contractor be removed from and not assigned by Contractor to perform Services for Verizon, and Contractor acknowledges, agrees and understands that Contractor will immediately comply with such request by Verizon; provided that under no circumstances shall Contractor be required to violate any anti-discrimination laws.

22. INDEMNIFICATION

- 22.1 Contractor shall defend, indemnify and hold harmless Verizon Indemnified Parties from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs) judgments, settlements and penalties of every kind ("Claims"), that may be made: (a) by any third party for injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from (i) Contractor's negligent acts or omissions, (ii) willful misconduct of Contractor, (iii) strict liability in tort pertaining to Contractor's products (if any) and/or (iv) product liability pertaining to Contractor's products (if any); (b) by persons furnished by Contractor under Worker's Compensation or similar acts; and/or (c) by any third party and arising from or in connection with Contractor's breach or violation of any contracts or agreements entered into by Contractor on behalf of Verizon or failure by Contractor to obtain appropriate releases, waivers, permission or licenses (including, but not limited to, in connection with Talent); (d) resulting from or arising in connection with any claims by third parties for failure to comply with any local, state or federal laws, except where Verizon is obligated to indemnify Contractor pursuant to Section 22.2; and/or (e) by any third party arising from any Creative Works or Deliverables, except where Verizon is obligated to indemnify Contractor pursuant to Section 22.2; but only to the extent not caused by any alteration thereof by Verizon. The foregoing indemnity shall not apply to Claims that arise solely from the negligence, misconduct, or other fault of Verizon but shall apply to any Claim resulting from the joint negligence, joint misconduct or joint fault of Verizon and Contractor, but in such a case the amount of the claim for which Verizon Indemnified Parties are entitled to indemnification shall be limited to that portion of such claim that is attributable to the negligence, misconduct or other fault of Contractor.
- 22.2 Verizon shall defend, indemnify and hold harmless Contractor Indemnified Parties from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs) judgments, settlements and penalties of every kind ("Claims"), that may be made by (a) any third party arising from material or information (including, without limitation, material or information pertaining to the efficacy and nature of Verizon's and its Competitor's products) provided to Contractor by Verizon which is incorporated into Advertising but only to the extent not caused by any alteration thereof by Contractor and (b) by any third party for injuries (including death) to persons or damage to property resulting in whole or in part from (i) Verizon's negligent act or omissions, (ii) willful misconduct of Verizon, and/or (iii) strict liability in tort or product liability in connection with any product sold by Verizon. The foregoing indemnity shall not apply to Claims that arise solely from the negligence, misconduct, or other fault of Contractor but shall apply to any Claim resulting from the joint negligence, joint misconduct or joint fault of Verizon and Contractor, but in such a case the amount of the Claim for which Contractor Indemnified Parties are entitled to indemnification shall be limited to that portion thereof attributable to the negligence, misconduct, or other fault of Verizon.
- 22.3 The indemnified Party will provide the indemnifying Party with prompt, written notice of any written Claim covered by this indemnification and will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's evaluation of such Claim.

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The indemnifying Party has the right to defend and indemnified Party, and shall defend any indemnified Party, at the indemnified Party's request, against any Claim. In all cases, and promptly after receipt of such request, the indemnifying Party shall assume the defense of such Claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such Claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant in favor of each indemnified Party, unless each indemnified Party consents to an entry of judgment without such an unconditional release.

- 22.4 The foregoing indemnification shall apply whether the Claim arises or is alleged to arise out of acts by Contractor in its own behalf or as a limited agent of Verizon hereunder.

23. INSURANCE

- 23.1 Contractor shall secure and maintain, during the Term of this Agreement, at its own expense, the following insurance:

23.1.1 Worker's Compensation and related insurance as required by Statute;

23.1.2 Employer's liability insurance with limits of at least \$1,000,000, per occurrence;

23.1.3 Professional Liability (Errors and Omissions) covering copyright and trademark infringement with limits of not less than \$3,000,000 per occurrence; and

23.1.4 Commercial General Liability Insurance (including, but not limited to, premises operations, broad-form property damage, products/completed operations, contractual liability, independent contractors, personal and advertising injury) for a minimum limit of \$5,000,000 per occurrence and, if the use of automobiles is required, business automobile liability insurance, with minimum limits of at least \$2,000,000 combined single limit per occurrence. These requirements may be satisfied through a combination of primary and/or excess/umbrella policies.

- 23.2 The insurer must be licensed to do business in the state in which the work is performed and must have Bests Rating "A-VII" or better. Contractor shall deliver a Certificate of Insurance on which Verizon Communications Inc., its subsidiaries and Affiliates are included as additional insureds on the commercial general and business automobile liability insurance policies and listed as a Certificate Holder. Contractor agrees that Contractor's policy is primary. Contractor shall furnish to Verizon certificates of such insurance within thirty (30) days of the execution of this Agreement and with each policy renewal. The certificates shall provide that ten (10) days prior written notice of cancellation or material change of the insurance to which the certificates relate shall be given to Verizon. The fulfillment of the obligations hereunder in no way modifies Contractor's obligations to indemnify Verizon.

- 23.3 Contractor shall waive its rights of subrogation against Verizon for Workers' Compensation claims, as permitted by law. Contractor shall, prior to rendering such Services, furnish to

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the address specified in Section 25, "NOTICES," certificates or evidence of the foregoing insurance indicating the amount and nature of such coverage, the expiration date of each policy, and stating that no material change or cancellation of any such policy shall be effective unless thirty (30) days' prior written notice is given to Verizon.

23.4 Contractor is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages do not constitute limitations upon Contractor's liability.

23.5 Contractor may not self-insure any of the above coverages without Verizon's prior written consent. If after obtaining such consent, Contractor opts, when permitted by law, to self-insure any or all of the foregoing risks, in lieu of Certificates of Insurance as stipulated in this Section, Contractor shall provide to Verizon: (i) the self-insurance registration identification number assigned by each state in which Contractor desires to provide Services to Verizon or manufactures a product in connection with Services; (ii) a letter of certification from Contractor's insurance carrier or self-insurance administrator that Contractor is self-insured for the coverages and amounts as stipulated in this Agreement, including that Verizon Communications Inc., its subsidiaries and Affiliates, is an additional insured and shall be indemnified and saved harmless from all claims, suits, and liabilities as set forth within this Agreement; and (iii) a notification of the states in which Contractor is provided coverage under its self-insurance.

24. RELATIONSHIP OF PARTIES

24.1 Except as is specifically provided in this Section 24, in providing any Services under this Agreement, Contractor is acting solely as an independent contractor and not as an agent of any other Party. Persons furnished by the Contractor shall be solely the employees or agents of the Contractor and shall be under the sole and exclusive direction and control of such Party. They shall not be considered employees of Verizon for any purpose. Contractor shall be responsible for compliance with all laws, rules and regulations involving its respective employees or agents, including (but not limited to) employment of labor, hours of labor, health and safety, working conditions and payment of wages. Contractor shall also be responsible, respectively, for payment of taxes, including federal, state, and municipal taxes, chargeable or assessed with respect to its employees or agents, such as social security, unemployment, worker's compensation, disability insurance and federal and state income tax withholding. Except as provided in this Section 24, neither Party undertakes by this Agreement or otherwise to perform or discharge any liability or obligation of the other Party, whether regulatory or contractual, or to assume any responsibility whatsoever for the conduct of the business or operations of the other Party. Nothing contained in this Agreement is intended to give rise to a partnership or joint venture between the Parties or to impose upon the Parties any of the duties or responsibilities of partners or joint venturers.

24.2 Purchasing Agent

Contractor shall have no authority to enter into contracts on Verizon's behalf except upon written authorization of Verizon (which must include an authorization for specific expenditures as otherwise set forth in Sections 5.2 hereof and Section 3 of Exhibit A.

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Upon such authorization, Contractor will be deemed agent for Verizon (and/or its Affiliates) for the purchase of goods and services in furtherance of this Agreement. When acting as agent, Contractor shall not be responsible for compensating a Third-Party Supplier except to the extent that Contractor receives payment from Verizon for such Third-Party Services. Any such authorization shall be in writing. Except as set forth in Section 24.3, Verizon grants Contractor no other authority or agency under this Agreement. By way of illustration, but not by way of limitation, Contractor is not authorized to (i) pledge the credit of Verizon (including any Affiliate) or (ii) enter into agreements with Third Party Suppliers without the further written consent of the Verizon Legal Department that (a) provide for any warranty or representation on behalf of Verizon, except in agreements for the purchase of goods and services as otherwise authorized under this Agreement; provided that such warranties or representations are consistent with the representations and warranties provided by Verizon to Supplier in this Agreement (b) provide any indemnification by Verizon, or (c) subject Verizon to liability for consequential, special, indirect or other punitive damages, or otherwise subject Verizon to unlimited liability.

- 24.3 Verizon hereby appoints Contractor as its limited agent for the sole purpose of accessing, safeguarding and utilizing Customer Proprietary Network Information and Personal Information (collectively, "Customer Information") in connection with its work for Verizon pursuant to the terms and conditions of this Agreement. Verizon hereby instructs Contractor to adopt effective technical, physical and organizational measures that safeguard and that limit disclosure of Customer Information solely to Contractor personnel with a need to know such Customer Information for the performance of their work under this Agreement, and to the Verizon customer whose Customer Information is to be disclosed. Call Detail Information may not be disclosed to Verizon customers unless this Agreement, or an applicable statement of work governing Contractor's work under this Agreement, specifically authorizes disclosure. If such disclosure is authorized by Verizon, before Call Detail Information may be disclosed to the Verizon customer Contractor must verify the identity of the Verizon customer in accordance with FCC rules on the safeguarding of call detail, see FCC 07-22, Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 96-115, and confidential guidelines that will be provided to Contractor in a secure manner by Verizon. This appointment supersedes any and all prior appointments, and it may be revoked and terminated by Verizon, in Verizon's sole discretion, effective immediately, by written notice to Contractor. Except and solely as provided in this Section 24, Contractor shall have no other power, express or implied, to act for or on behalf of Verizon. (Agreed per CPNI Amendment)

25. NOTICES

With the exception of notifications pursuant to Section 6 (Payments and Billing), Section 14 (Publicity and Disclosure), and Exhibit H (Primary Supplier Commitment), notices concerning this Agreement shall be in writing and shall be given or made by means of telegram, certified or registered mail, express mail or other overnight delivery service, or hand delivery, proper postage or other charges paid and addressed or directed to the respective parties as follows. Notice shall be deemed effective when received.

To Contractor:
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Hill, Holliday, Connors, Cosmopolous, Inc.
53 State Street
Boston, Massachusetts 02109
Attention: Brian Whipple

With a copy to: The Interpublic Group of Companies, Inc.
1271 Avenue of the Americas
New York, New York 10020
Attention: General Counsel

With a copy to: Hill Holliday Connors Cosmopolous
53 State Street
Boston, Massachusetts 02109
Attention: CFO

To Verizon: Verizon Corporate Services Group Inc.
600 Coolidge Drive
Folsom, California 95630
Attention: Procurement Contract Manager
Fax: (916) 357-3830

With copies to: Verizon Corporate Services Group Inc.
One Verizon Way
Basking Ridge, New Jersey 07920
Attention: Assistant General Counsel – Sourcing
Mailcode VC33E270
Fax: (908) 630-2673

With a copy to: the Affiliate(s) that placed the Order if different than Verizon, to the
attention of the Project Leader.

Notices for change in ownership, change in name, or change in mailing address must be given by either Party to the other Party within thirty (30) days of such change. Notices for change in ownership must include the names of all new owners or officers, registered agent for service of process and state of incorporation or organization.

26. NONWAIVER

Either Party's failure to enforce any of the provisions of this Agreement or any Order, or to exercise any option, shall not be construed as a waiver of such provisions, rights, or options, or affect the validity of this Agreement or any Order.

27. SEVERABILITY

If any of the provisions of this Agreement shall be invalid or unenforceable, then such invalidity or unenforceability shall not invalidate or render unenforceable the entire

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Agreement. The entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Contractor and Verizon shall be construed and enforced accordingly.

28. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF. THIS SECTION SHALL NOT BE APPLICABLE TO EITHER PARTY'S EXPRESS INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS UNDER SECTIONS 11 OR 22.

29. DISPUTE RESOLUTION

- 29.1 The Parties desire to resolve certain disputes, controversies and claims arising out of this Agreement without litigation. Accordingly, except in the case of (i) a dispute, controversy or claim relating to a breach or alleged breach on the part of either Party of the provisions of Section 12, "Confidential Information," (ii) a suit, action or proceeding to compel the indemnifying Party to comply with its obligations to indemnify the other Party pursuant to Section 22, "Indemnification," of this Agreement, or (iii) a suit, action or proceeding to compel either Party to comply with the dispute resolution procedures set forth in this Section 29, "Dispute Resolution," the Parties agree to use the following alternative procedure with respect to any dispute, controversy or claim arising out of or relating to this Agreement or its breach. The term "Dispute" means any dispute, controversy or claim to be resolved in accordance with the dispute resolution procedure specified in this Section 29, "Dispute Resolution."
- 29.2 At the written request of a Party, each Party shall appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any Dispute arising under this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in any lawsuit without the concurrence of all Parties. Documents identified in, or provided with, such communications, which are not prepared for purposes of the negotiations are not so exempted and may, if otherwise admissible, be admitted in evidence in the lawsuit.
- 29.3 If the negotiations do not resolve the Dispute within sixty (60) days of the initial written request, the Parties may pursue their available remedies at law or in equity.

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30. ORDER OF PRECEDENCE

All Quotations, Orders, acknowledgments, and invoices issued pursuant to this Agreement shall be subject to the provisions contained in this Agreement. In the event of any conflict between a specific term or condition of this Agreement and a specific term or condition contained in an Exhibit to this Agreement, the specific term or condition of this Agreement shall control and take precedence unless it is stated in a clear and unambiguous matter in the Exhibit that the specific term or condition of the Exhibit is in conflict with the Agreement and takes precedence. The terms and conditions of this Agreement and its Exhibits will control over any additional, conflicting or inconsistent terms contained in any quotation, acknowledgment or invoice, unless agreed in writing by authorized representatives of the Parties; provided that, the following provisions, as they apply to Services ordered pursuant to a particular Order, can be changed by language contained in that Order: (i) the quantity, (ii) special quoted price, (iii) payment terms, (iv) warranty period, or (v) delivery date.

31. SECTION HEADINGS

The headings of the several sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

32. SURVIVAL OF OBLIGATIONS

The respective obligations of the parties under this Agreement that by their nature would continue beyond the termination, cancellation or expiration, shall survive any termination, cancellation or expiration, including, but not limited to, obligations to indemnify, insure and maintain confidentiality.

33. CHOICE OF LAW AND JURISDICTION

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction and subject to the exclusive jurisdiction of its federal or state courts in New York. Any suit brought by either Party against the other Party for claims arising out of this Agreement shall be brought in the Supreme Court of the State of New York, New York County, and/or, if applicable, the United States District Court for the Southern District of New York. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this Agreement.

34. GIFTS AND GRATUITIES AND CONFLICTS OF INTEREST

Contractor certifies that, to the best of Contractor's knowledge and belief, no economic, beneficial, employment or managerial relationship exists between Contractor and any employee of Verizon, or between Contractor and any relative of an employee of Verizon, that would tend in any way to influence such employee in the performance of his or her

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duties on behalf of Verizon in connection with the awarding, making, amending or making determinations concerning the performance of this or any other agreement.

The exchange or offering of any money, gift item, personal service, entertainment or unusual hospitality by Contractor to Verizon is expressly prohibited. This prohibition is equally applicable to both Parties' officers, employees, agents or immediate family members. Any violation of this provision constitutes a material breach of this Agreement.

35. ENTIRE AGREEMENT

This Agreement together with its Exhibits constitutes the entire agreement between the parties and cancels all contemporaneous or prior agreements, whether written or oral, with respect to the subject matter of this Agreement. No modifications shall be made to this Agreement unless in writing and signed by authorized representatives of the parties.

36. SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

**VERIZON CORPORATE SERVICES
GROUP INC.**

**HILL, HOLLIDAY, CONNORS,
COSMOPULOUS INC.**

By: _____

By: _____

Name: Dan Mead

Name: Michael Sheehan

Title: President

Title: CEO

Date: _____

Date: _____

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EXHIBIT A
SCOPE OF SERVICES

1. ONGOING SERVICES

Services shall include one (1) or more of the following: (i) developing and producing Creative Works; (ii) marketing and Advertising analysis, planning and execution; (iii) strategic planning, development and execution, (iv) performing Media planning and analysis; v); evaluating and negotiating sponsorships; and (vi) account management and administrative services, in accordance with the forecast prepared and updated by Verizon each year, and as further detailed below. Services shall be specific to all marketing and Advertising customer segments, with the exception of multicultural segments.

For purposes of clarity, this Exhibit A is intended to be an outline of the potential services that Contractor will provide to Verizon, which are more specifically set forth in an Authorization Letter, as such may be updated by Verizon each year, or as may be mutually agreed pursuant to an Order and/or a Quotation.

Contractor shall perform Services under the direction of a designated Verizon representative and from time to time will work with and through other agencies as may be employed by Verizon in the area of advertising and marketing communication services, Media planning and buying and/or other such advertising or marketing services as may be employed by Verizon

1.1 Development and Production of Creative Work

Contractor shall:

- 1.1.1 Provide strategic, brand related, promotional, retail, Advertising and marketing services, as such may be described more fully elsewhere in this Exhibit A, including but not limited to writing, designing, creating and preparing specific direct response materials (i.e., direct mail and direct response television) and advertising for all Media. Without limitation of the foregoing, Contractor shall (i) provide briefs ("creative briefs") defining the purpose and rationale with each creative concept, (ii) design graphic layout, (iii) create storyboards, (iv) write text ("copy"), (v) perform consultative services concerning promotional concepts, including strategic considerations and communications concepts; packaging considerations and advice regarding providers, and planning for and executing interactive media and direct marketing and mailing, (vi) design and produce promotional point-of-sale merchandising and collateral materials, promotional flyer templates and employee communications about various promotions within and on behalf of Verizon, (vii) prepare and submit estimates of productions costs, (viii) incorporate the advertising message in mechanical, electromagnetic, or other form and forward it with proper instructions to the appropriate media agency as instructed by Verizon, and (ix) otherwise prepare or facilitate production of Creative Work, including producing Deliverables in accordance with

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an applicable Order.

- 1.1.2 Comply with brand guidelines provided by Verizon in writing.
- 1.1.3 Establish processes as requested to evaluate effectiveness of Creative Work and stay current with existing processes within Verizon.
- 1.1.4 Develop action plans based on competitive activity and/ or projected competitive activity for Verizon approval.
- 1.1.5 Develop Advertising for product communications including:
 - 1.1.5.1 Local Newspaper, magazine and other forms of print;
 - 1.1.5.2 Local Radio;
 - 1.1.5.3 Out of Home; Outdoor Creative;
 - 1.1.5.4 POS/Collateral;
 - 1.1.5.5 Direct Mail;
 - 1.1.5.6 Interactive/Online;
 - 1.1.5.7 TV.
- 1.1.6 From time to time, name generation for new products and/or services offered by Verizon.
- 1.1.7 From time to time, logo/icon generation to identify new products and/or services offered by Verizon.
- 1.1.8 Provide or facilitate graphic design for store communication (i.e., posters, collateral, etc).
- 1.1.9 From time to time as requested by Verizon, develop and print collateral for products and rate plans.
- 1.1.10 Develop and maintain a photo library of photographs, including both Handset photography and application photographs.
- 1.1.11 Make all Creative Works available to Verizon at the location and in the manner directed by Verizon.
- 1.1.12 Provide at least three (3) concepts per individual assignment unless otherwise determined by Verizon that less than three (3) will be required.

1.2 Marketing and Advertising Research, Analysis and Planning

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Contractor shall:

- 1.2.1 Be knowledgeable in the markets, target audiences, products, and services of Verizon, its Affiliates and Competitors; and knowledgeable in wireless and advertising industry and consumer trends;
- 1.2.2 Conduct marketing and advertising research for the purpose set forth above and for analyzing and formulating general marketing and advertising opportunities and plans;
- 1.2.3 Upon the request of Verizon, develop a descriptive "profile analysis" consisting of profiles of consumers, businesses, markets and products to obtain insights into behavior, needs and motivations;
- 1.2.4 Upon request of Verizon, facilitate and coordinate marketing research assignments and tasks using Third-Party Suppliers to, among other things, develop statistical models from results of recent relevant Verizon marketing programs to predict prospect behavior ("predictive modeling");
- 1.2.5 Prepare and submit for approval annually or quarterly (as required by Verizon), strategic marketing and Advertising plans, campaigns and recommendations, and ad hoc plans as needed. Such plans shall include, but are not limited to, competitive positioning, internal assessment, objectives, program strategies, tactics, and budget;
- 1.2.6 For the purpose of customer acquisition marketing, research relevant Third-Party Supplier data sources based on content, relevance, coverage of target market, accuracy, usage, and performance as requested by Verizon;
- 1.2.7 Design a mail test structure for the purpose of testing and measuring the effectiveness of a(n) offer(s), creative concept(s), and other variables against marketing objectives as requested by Verizon;
- 1.2.8 Provide quantitative analysis and reporting of marketing program results in such detail as specified by Verizon.

1.3 Data Processing, Direct Mail and Postage

Contractor shall:

- 1.3.1 Coordinate tasks with a Third-Party Supplier of data processing services for Verizon customer records and/or third-party data sources Contractor purchases on behalf of Verizon. Data processing services may include, but not be limited to, elimination of duplicate records, tracking code assignment for analysis purposes, mapping of store locations to the record, elimination of "do not solicit" records, storing, updating and maintenance of historical records; quantitative and

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statistical analysis; transfer of data to Third-Party Supplier of lettershop services; and other requirements specified by Verizon; Contractor shall invoice Verizon for the estimated postage required to fulfill an Order in accordance with Exhibit D, and Verizon shall pay such invoice for postage prior to mailing Order.

- 1.3.2 Upon receipt of payment for postage, Contractor shall deposit funds equal to payment in a U.S. Postal Service account in Contractor's name. Contractor shall establish separate accounts for each Area to which Contractor provides Service. At any time, Verizon may choose to establish and use a U.S. Postal Service account in its own name and assume responsibility for making account deposits.
- 1.3.3 Within thirty (30) business days from the mailing date of Order, Contractor shall reconcile the estimated postage paid to the actual postage cost. In the event a postage refund is due to Verizon, Contractor shall issue Verizon a credit memo in accordance with Exhibit D, Section 1.3.2.
- 1.3.4 Contractor shall not apply a credit for excess postage funds to a separate invoice, whether related or unrelated to the Order.
- 1.3.5 Contractor shall not retain excess postage funds in the U.S. Postal Service account for the purpose of fulfilling future Orders.
- 1.3.6 Contractor shall coordinate tasks with a Third-Party Supplier of "lettershop" services including, but not limited to: transfer of data files from the Third-Party Supplier of data processing services; delivery of printed mailing materials from third-party printer; printed personalization of materials; assembly of mailing pieces and sorting of finished mailing pieces to maximize postal efficiencies; and calculation and evaluation of postage costs by various mailing options available, for approval by Verizon.

1.4 Media Planning and Analysis

1.4.1 Media Planning and Analysis

Contractor shall:

- 1.4.1.1 Comply with Media planning guidelines provided by Verizon.
- 1.4.1.2 Use standard industry metrics to plan and evaluate Media purchases including, but not limited to: (i) Gross Rating Point (GRP), meaning one (1) rating point equals one percent (1%) of the total potential audience for a given medium (ii) Cost Per Thousand (CPM), meaning the advertising cost required to reach one-thousand (1,000) audience units such as homes, readers, viewers or listeners for a given medium and (iii) Cost Per Rating Point (CPP), meaning the cost to reach one percent (1%) of the home or individuals within a specified geographic area for a given medium.

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1.4.1.3 Plan Media commitments consistent with budgeted and approved funds and support these Media commitments with Advertising strategy and rationales.

1.4.1.4 Prepare and submit detailed estimates of these Media commitments.

1.4.2 Media Reports

Contractor shall provide Media reports which shall include, but are not limited to:

1.4.2.1 Media plan by market with budget and schedule flowcharts to be updated as new Advertising campaigns are planned and due on a date to be specified by Verizon.

1.4.2.2 Monthly budget with actualized year-to-date expenditures and forecasts through year-end and with content detail and due date to be specified by Verizon.

1.4.2.3 Ad hoc reports as required by Verizon

1.5 Evaluation and Negotiation of Sponsorships

Contractor shall

1.5.1 If requested, evaluate and negotiate (subject to Verizon's approval) opportunities for sponsorships, special events, sporting events, trade shows and other general promotion and Advertising.

1.5.2 Develop Creative Work for sponsorship/Media program/event promotions to include Print, Radio, and POS/Collateral.

1.6 Account Management and Administrative Services:

1.6.1 Staffing and Account Management

1.6.1.1 Contractor shall assign from its staff of permanent employees and its Consultants an adequate level of staff hours and expertise (the "Account Team") to render the Services provided under this Agreement or as further set forth in an Authorization Letter or Order. The Account Team will specifically include the following:

1.6.1.1.1 A dedicated account manager ("Account Director") responsible for the entire Verizon account. The Account Director shall be responsible for the overall management of the Verizon account and shall review, supervise and oversee all activities related to the Verizon account on behalf of Contractor.

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1.6.1.1.2 Such other Consultants needed to render Services in accordance with the terms of this Agreement and based upon the forecast set forth in an Authorization Letter. Staffing levels will be reviewed annually to evaluate current scope of work, number of products and services, and projected activity and billing as agreed to by Verizon.

1.6.1.2 Contractor acknowledges and agrees that the configuration and competence of the Account Team together with the managerial and other staff at Contractor (collectively "Contractor Staff") is of critical importance to Verizon. Any replacements in (but not additions to) the Account Team, including but not limited to the number of Consultants assigned, shall be at the request of Verizon or upon the prior written consent of the Project Leader(s) for the affected Orders. Contractor shall consult with Verizon regarding the replacement of any permanently or temporarily departed Account Team member and (i) shall replace said individual with someone having skills equal to or greater than the individual being replaced; (ii) not bill for the time required to train any replacements; and (iii) allow Verizon the right to review and evaluate the replacement's performance after ninety (90) days of active employment, and, at Verizon's sole discretion, request a different replacement. In the event Contractor must fill a temporary vacancy with a temporary or freelance Consultant, Verizon shall not incur any incremental charges and the retention of such consultant shall be contingent upon advance written approval from Verizon. Verizon will not unreasonably withhold approval of these replacements, additions or changes.

1.6.1.3 Account management includes activities required to successfully administer Services with an optimum efficiency and, to the extent there is an Order, within the budget specified in such applicable Order. Account management activities include, but are not limited to: (i) participation in meetings with the applicable Project Leader, other Verizon personnel, and others that Verizon deems necessary to perform Services (ii) oversight of planning, execution, and tracking performance of Services (iii) preparation and delivery of presentations as requested by Verizon from time to time, (iv) monitoring compliance with the terms of the Agreement and (v) review of all Creative Work and Services prior to submitting to Verizon for review, comment or approval.

1.6.1.4 The Project Leader shall schedule and conduct business review meetings with Contractor to assess the efficiency and economy of Services rendered. Topics shall include but not be limited to (i) opportunities for improving processes and performance (ii) Contractor reporting savings obtained and savings opportunities lost in the prior period and year-to-date (iii) both parties identifying future saving opportunities and (iv) Contractor reporting on Account Team and other Contractor Staff hours as set forth in Section 1.6.2 of this Exhibit (v) Contractor's completed,

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ongoing, and proposed projects (vi) any other cost, liability, or obligation Contractor deems to be the responsibility of Verizon and (vii) compliance with the terms of the Agreement. At a minimum, one (1) Account Team member, to be designated by the Project Leader, shall participate. All meetings, unless otherwise agreed to by Verizon, shall be in person at a location to be specified by the Project Leader. Contractor is responsible for paying its own travel costs for the first business meeting, if any, scheduled for the month. For all business meetings in excess of one (1) per month, Verizon will reimburse Contractor's travel expenses to these meetings, provided the travel is in accordance with Exhibit C and approved in advance by Verizon.

1.6.2 Hours Tracking Requirements

Contractor shall perform the following minimum time-reporting requirements:

- 1.6.2.1 Account Team members shall report to Verizon the number of hours spent by Contractor Staff rendering Service to Verizon separately specifying time spent for each Order and for Ongoing Services not set forth in an Order by specific project or Service (the "Recorded Time"). Recorded Time for each specific Service or project shall be reported to the applicable Project Leader on a quarterly basis.
- 1.6.2.2 Time spent by Contractor Staff on "administrative," "new business development," and "executive management," that are not directly related to rendering Service to Verizon, shall not be charged to Verizon but may be included in the Recorded Time, directly or indirectly
- 1.6.2.3 Contractor shall provide to the Project Leader and the Procurement Contract Manager a quarterly report of hours incurred by the Account Team and any other Contractor Staff (the "Quarterly Hours Report") thirty (30) days following the end of the applicable three (3) month period. The Quarterly Hours Report shall detail the following: (i) the names and positions of individuals working on the Verizon account, (ii) Recorded Time incurred by each individual during the period with itemization by month and (ii) Recorded Time incurred by each individual year-to-date. Verizon reserves the right to make reasonable requests to revise the reporting parameters. Contractor shall provide to Verizon an annual Recorded Time reconciliation report prior to January 31 for the prior year.

Verizon will use its best efforts to provide Contractor with an accurate forecast and work plan for each calendar year as well as provide Contractor with updates to the forecast and work plan from time to time during the operating year.

1.7 Hours of Operation

Contractor shall provide Service Monday through Friday during normal business hours as mutually agreed to by the parties. Upon execution of this Agreement, and no later than November 1 of each year of the Term, Contractor shall provide a list of its holidays for the following year to each Project Leader. Contractor will not arbitrarily close its office on a regularly scheduled workday unless Contractor provides at least twenty-four (24) hours written notice to Verizon and provides sufficient Contractor Staff and other resources required to perform Services requested or required by Verizon during such closed period.

2. **THIRD-PARTY SERVICES**

2.1 Non-Exclusive

Contractor acknowledges that Verizon may use third-party advertising agencies and Contractor agrees to collaborate with third-party advertising agencies as necessary to render Services to Verizon.

2.2 Limited Agency

2.2.1 In accordance with Section 24 of this Agreement, Contractor may enter into agreements, as a limited agent for Verizon, to make purchases of goods or services from Third-Party Suppliers necessary for the preparation and production of Advertising. Contractor shall exercise commercially reasonable efforts to enter into such agreements for Third-Party Services either as a limited agent of Verizon or in such a manner that Contractor may assign such agreement to Verizon upon Verizon's request. In the event such agreements are not entered into by Contractor as limited agent for Verizon and such agreements would not be assignable to Verizon, Contractor shall obtain Verizon's written approval prior to entering into such agreements

2.2.2 Talent

2.2.2.1 Contractor shall obtain all necessary releases, licenses, permits and other authorization to use names, voices, likenesses, photographs, copyrighted materials, artwork, or any other property or rights belonging to third parties for use in Advertising for Verizon, and shall keep Verizon fully informed in writing of any limitations imposed upon Verizon's use of any names, voices, likenesses, photographs, copyrighted materials, artwork, or any other property or rights belonging to third parties that is the subject of any release or other contract.

2.2.2.2 In the event Contractor requires models for print Advertising or performers to be used in broadcast Advertising ("Talent"), such Talent may be engaged directly by Contractor or through an outside service ("Talent Payment Service"), shall be hired as independent contractors and in no event shall such Talent be considered a Verizon employee.

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2.2.2.3 Contractor must include estimates of Talent payments and Union Obligations (as defined below) in production estimates prior to production. Notwithstanding the foregoing, for purposes of clarity it is agreed that Verizon shall pay to Contractor all sums due to Talent in connection with Verizon's use of the Talent's services and/or name and likeness.

2.2.2.4 Contractor, or Talent Payment Service, as applicable, shall be responsible for the payment of all applicable withholding taxes and filings, workers' compensation claims and premiums, and the rates, use, reuse fees, and other obligations as may arise out of the employment of such Talent; including, but not limited to, payments to Pension and Health Trust funds, and other obligations to the Screen Actors Guild, the American Federation of Television and Radio Artists, or any other applicable union (collectively, "Union Obligations"). Verizon shall be liable for payments to, and on behalf of, Talent that may become due because of Verizon's use of the Talent's services.

2.3 Paper/Printing Supplies

If Contractor is required to procure paper products or printing services on behalf of Verizon, Verizon will provide to Contractor a list of the Verizon preferred Third-Party Suppliers from whom the purchases are to be made in accordance with written guidelines provided by Verizon. Contractor shall then make the purchases at the direction of Verizon utilizing an order form that has been pre-approved by Verizon for each specific Order. In these transactions, Contractor will act as a limited agent of Verizon solely to accomplish the purpose of this paragraph. The purchase of such paper products and/or printing services from such designated Third-Party Suppliers shall be governed by the Verizon agreements with such designated Third-Party Suppliers unless Contractor has or enters into a separate agreement with such Third-Party Suppliers with terms more beneficial, in which case such more beneficial terms and conditions shall take precedence and control. All services and materials provided by Third-Party Suppliers, including but not limited to, paper used for commercial printing and the finished printed product, shall be provided to Verizon on a pass-through (actual cost) basis with no mark-up of any kind. In the event Verizon conducts the bid process for print or lettershop services and/ or negotiates the paper costs, then Contractor shall provide such required specifications necessary for Verizon to conduct such bid or negotiation and Verizon shall direct Contractor to the Third Party Supplier from whom the purchases are to be made.

2.4 Price/Payment

2.4.1 For all purchases for printed material, and unless otherwise directed by Verizon, Contractor shall solicit at least three (3) written bids. For purchases other than printed material and in excess of \$25,000, Contractor shall solicit at least three (3) written bids unless Verizon's requirements can only be procured from one (1) responsible and responsive source of supply. Contractor shall furnish documentation concerning such bids to the applicable Project Leader prior to

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selection of any bidder and retain such bid documentation in accordance with Section 7 of this Agreement.

- 2.4.2 Contractor shall make all purchasing decisions solely on meeting the needs of Verizon and shall use its best efforts to obtain the lowest rates and pricing incentives for Third-Party Services. Contractor will monitor, coordinate, initiate, and communicate with Verizon whenever potential savings opportunities (larger discounts, rebates) exist, including but not limited to, through purchasing combined volume of goods and services. In the event that a Third-Party Supplier offers a prompt-payment discount, Contractor shall advise Verizon of the available discount and submit an invoice to Verizon in sufficient time to obtain such prompt-payment discount. Contractor shall bill Verizon sufficiently in advance to allow payment by Verizon prior to the due date to the Third-Party Supplier. Contractor will give Verizon the benefit of any prompt-payment discounts, actually earned by Contractor due to timely payment to such third parties, which timely payment has been made possible due to Verizon's timely payment to Contractor. Contractor will also give Verizon the benefit of any other discounts, whether based upon volume or otherwise, actually earned by Contractor.
- 2.4.3 If Contractor receives a commission, rebate or any other payment from a Third-Party Supplier based upon Contractor's purchases for Verizon, such commission, rebate or payment, shall be promptly passed to Verizon.
- 2.4.4 Prior to purchasing, ordering or committing Verizon's funds, Contractor will provide Verizon with an estimate of the expense in accordance with Section 5.1 of this Agreement. Contractor shall not enter into any agreement with any Third-Party Supplier requiring payment or reimbursement by Verizon without the prior written approval from the Verizon Project Leader, or such other designees as Verizon may appoint on written notice to Contractor. Contractor will not exceed the estimated amount provided without re-submitting an estimate to Verizon for approval.
- 2.4.5 Contractor shall be solely liable for payment and performance under all Third-Party Supplier agreements for Third-Party Services to the extent that Contractor receives payment from Verizon for such Third-Party Service provided in accordance with this Agreement, and Contractor shall indemnify the Verizon Indemnified Parties (as defined in Section 11) against any and all claims, losses or expenses (including reasonable legal fees) that such Indemnified Party may incur as a result of an Contractor default under such Third-Party Supplier agreements, subject to Section 22 of this Agreement.

2.5 Verizon Losses Due to Third-Party Suppliers

Contractor shall take all necessary precautions to guard against any loss to Verizon

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resulting from the failure of Third-Party Suppliers to properly perform their obligations, including securing insurance as set forth in Section 23 and indemnification obligations to cover any and all losses to Verizon as a result of any failure by a Third-Party Supplier.

2.6 Media Research Expenses

The parties acknowledge and agree that the cost of obtaining any services or reports from the following Third-Party Suppliers providing standard research sources, including, Competitive Media Reporting, Scarborough, Nielsen, Arbitron, MRI, Simmons, Broadcast Advertisers Reports, and LNA, and, as requested by Verizon, the cost of analyzing any Telephia reports provided by Verizon to Contractor shall be included in the Annual Fee.

2.7 Verizon Library

All photographs, materials and other products of the services produced or rendered by Talent or other Third-Party Suppliers, including but not limited to all Deliverables, shall be included in the Verizon library specifying the limitations on use of such photographs, materials or other products.

3. **ADDITIONAL SERVICES**

From time to time, Verizon may request Contractor to provide services other than Ongoing Services (the "Additional Services"), including developing and executing materials associated with non-promotional collateral; channel communications (including retail kits) for agents, retailers and other types of accounts (both promotional and non-promotional); web site design; packaging; merchandising; event staffing, interactive Media or other services as may be requested and required by Verizon.

Verizon and Contractor shall mutually agree to the provision of such Additional Services in an Order. Any fees for Additional Services rendered by Contractor shall be in accordance with Section 5 of this Agreement and Exhibit B or in an Authorization Letter. In such case where compensation for Additional Services is not set forth in Exhibit B or an Authorization Letter, Verizon and Contractor shall mutually agree to such compensation for Additional Service in the applicable Order, in accordance with Section 5.2 of this Agreement. Verizon must approve in writing all such types of unique work projects prior to Contractor beginning work.

4. **EXCLUDED SERVICES**

Without limitation of Section 3 above, Contractor shall not perform certain services under this Agreement (the "Excluded Services") as set forth below unless the parties expressly agree by written amendment to this Agreement, signed by the persons who executed this Agreement or their respective successors or supervisors.

- 4.1 Digital services and communications, including: (i) development and maintenance of websites, website pages, banner advertisements, e-mail and other text and graphics

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specifically designed for on-line use (ii) creation of CD-Roms, and (iii) on-line demonstration programs; provided that Verizon may request creative development of such services.

- 4.2 Recruitment advertising services, including Media planning and buying for the purpose of personnel recruitment; provided that Verizon may request creative development and production for the purpose of recruitment advertising.
- 4.3 Directory advertising services, including Media planning and buying for the purpose of telephone directory advertising; provided that Verizon may request creative development and production.

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**EXHIBIT B
COMPENSATION**

1. Annual Fee

Verizon shall compensate Contractor, a labor-based Annual Fee which shall be set forth in an Authorization Letter. Such Annual Fee shall be calculated in accordance with the model set forth in Section 6 below and periodically adjusted in accordance with Section 7 below.

2. Definitions

For the purposes of this Exhibit, the following terms shall have the definitions set forth below:

"Annual Fee" shall mean the firm, fixed, non-reconcilable labor-based fee, which shall be deemed earned as billed, for a twelve-month period associated with providing Services to Verizon during the period as outlined in an Authorization Letter.

"Direct Salary Costs" shall mean aggregate salary costs for Contractor's employees (plus freelancers and temporary personnel), including Payroll-Related Costs, required to fulfill the requirements as outlined by Verizon in this Agreement in accordance with the mutually agreed upon staffing plan, and as set forth in an Authorization Letter or as further defined in an Order. Direct Salary Costs shall exclude Contractor owners and other senior-level management as specified by Verizon.

"Direct Staff" shall mean Contractor Consultants working on Verizon business who normally complete time sheets, excluding any Contractor Consultant, regardless of their department, whose primary responsibility is in the area(s) of finance, accounting, secretarial, administrative, Contractor related computer services or executive management, unless otherwise agreed to in writing. Consultants to be included in the Contractor Staffing Plan are those Contractor professional employees who work "hands-on" in direct departments and are not solely in supervisory capacity.

"Overhead Costs" shall mean, but not be limited to, aggregate Direct Salary Costs for Contractor owners and other senior-level management as specified by Verizon, rent, utilities, corporate insurance, depreciation, equipment leases or purchases and maintenance, supplies, loan costs, and other general and administrative costs not directly related to providing Service to Verizon.

"Payroll-Related Costs" shall mean pay for holidays, vacations, or sick time; FICA; insurance; payroll taxes; 401K contributions; profit sharing; bonuses; incentive compensation; pension plan expenses; or direct salary costs for employees not set forth in an Authorization Letter.

"Total Hours Worked" shall mean for reporting purposes, all hours incurred (direct client, administration, training, business development, etc.) by the Contractor employee during the period with the exception of vacation, sick, excused or holiday time. The Annual Recorded

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Time Reconciliation should be calculated based upon actual Total Hours Worked for each Contractor employee. The "Percent of Time on Verizon" of Direct Staff time used in the Staffing Plan shall be calculated based upon an estimated 1840 hours per year

3. Hourly Billable Rates

For the purpose of Ongoing Services where it is mutually determined temporary freelance assistance is required to temporarily manage the workload, then Contractor shall submit an Order to Verizon for the estimated freelance costs plus payroll taxes, without markup of any kind, for approval. The freelance cost shall not exceed the hourly billable rate of \$125.00 unless approved in advance by Verizon.

For the purpose of Ongoing Services where it is mutually determined existing Contractor employees who are either not one hundred percent (100%) dedicated to the Verizon account or are employees of Contractor and not assigned to the Verizon account and are required to temporarily manage the workload, then the hourly billable rate of \$125.00 shall apply and be specified and mutually agreed to in an Order.

For the purpose of Additional Services the hourly billable rate of \$125.00 shall apply and shall not be exceeded during the Term. The hourly billable rate shall be specified and mutually agreed to in an Order.

4. Staffing Plan/ Direct Salary Costs

The Staffing Plan shall be mutually agreed to and set forth in an Authorization Letter and reviewed annually and, if needed, adjusted based on changes in the needs of Verizon and the Services actually provided by Contractor.

4.1 Direct Salary Costs

4.1.1 Hourly Billable Rates shall be firm during the Term for Services that are substantially similar to those provided for in this Agreement. For Services that are not substantially similar to those provided for in this Agreement, the Parties shall mutually agree in writing to the appropriate compensation.

4.1.2 The total Direct Salary Costs shall be reviewed annually and, if needed, adjusted based on changes in the needs of Verizon and the Services actually provided by Contractor.

5. Billable Production Charges

5.1 Verizon will not be responsible for any additional charge associated with providing Service(s) to Verizon. Under no circumstance shall Verizon be responsible for any costs incurred in connection with Creative Works developed for presentations to, or potential use by, Verizon unless otherwise authorized by Verizon in advance.

5.2 Verizon shall pay or reimburse Contractor for the following billable production costs

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and expenses that are approved in writing by Verizon for producing Deliverables for Advertising uses by Verizon, (Third-Party Billable Production Expenses”):

- 5.2.1 Expenditures incidental to the securing of testimonials and the right to use names and/or likenesses of individuals or copyrighted material;
- 5.2.2 Primary research;
- 5.2.3 All costs involved with copy clearance including legal fees in each jurisdiction in which the copy will be broadcast or published;
- 5.2.4 Talent and music rights, and
- 5.2.5 Paper and printing supplies, in accordance with Section 2.3 of Exhibit A.
- 5.2.6 Third-Party Billable Production Expenses shall be billed to Verizon at Contractor's cost (without markup or profit, and net of discount or commission, including prepayment). Any cash discount, rebate, or special offer shall inure to the benefit of Verizon.
- 5.3 Billable Production Expenses shall be billed to Verizon at Contractor's cost without markup or profit, and net of discount or commission, including prepayment. Any cash discount, rebate, or special offer shall inure to the benefit of Verizon including any savings that result from quantity or special purchases. Contractor shall promptly notify Verizon, in writing, of such discounts.
- 5.4 Contractor shall not hold or take advantage of funds paid by Verizon to Contractor for its benefit in any way whatsoever. Contractor shall pay all Third-Party Suppliers within their payment terms or as soon as funds from Verizon are made available.

6. Compensation Model

For the purpose of calculating the Annual Fee, Contractor agrees to the following methodology.

- (i) Contractor shall disclose aggregated Direct Salary Costs for the mutually agreed to Staffing Plan;
- (ii) Add to the Direct Salary Costs the Overhead Cost. The Overhead Cost shall equal One Hundred percent (100%) of the Direct Salary Costs (the “Overhead Rate”);
- (iii) The total Cost shall equal the Direct Salary Costs plus the Overhead Cost;
- (iv) Add to the Total Cost a mark-up for Profit (the “Profit Mark-up”). The Profit Mark-up shall equal eleven point eleven (11.11%) of the Total Cost, which is the equivalent of ten percent (10%) of the Annual Fee (the “Gross Profit Margin”).

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- (v) The Annual Fee shall equal Total Cost plus the Profit Mark-Up.

Overhead Rate and Profit Mark-up (and the Gross Profit Margin equivalents) set forth in this Section 6 shall not change during the Term of this Agreement unless agreed to by the parties.

7. Annual Forecast and Compensation Review

- 7.1 The forecast set forth in an Authorization Letter shall be updated by the Parties for the following calendar year using best efforts to complete such update by December 31st of the current year. This and all subsequent forecasts represent only a projection or estimate of anticipated projects and should not be considered a commitment to complete such projects or purchase any specific amount of Deliverables from Contractor.
- 7.2 The Annual Fee shall be reviewed each Renewal Term and, if needed, adjusted for the next year of the Term, based on the forecast provided for that year and any resulting change in Direct Salary Costs, including if such change is a result of a significant increase in or a material change to the Scope of Services provided by Contractor. Any change in the Annual Fee must be mutually agreed to in an Authorization Letter. In the event the Scope of Work and related Contractor Staffing Plan for an upcoming year is not finalized prior to the closure of the then-current year then Contractor shall continue to perform Services based on the prior year's Contractor Staffing Plan, Scope of Work and Contractor Compensation until (a) the upcoming year's Contractor Compensation is finalized and memorialized in a new Authorization Letter provided such Contractor Compensation shall be retroactive to the Effective Date of such Authorization Letter, or, (b) until this Agreement is terminated, whichever occurs first.
- 7.3 The Parties agree to hold a forecast and compensation review meeting every three (3) months in order to (i) compare the estimated forecast set forth in an Authorization Letter to the actual Services provided, (ii) discuss upcoming projects and any impacts, if any, to the estimated forecast, and (iii) review the Quarterly Hours Report. Based upon said review, the Parties may mutually agree to adjust the staffing plan up or down to best match the estimated forecast. Any adjustments to staffing shall not be retroactively reconciled.

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EXHIBIT C REIMBURSABLE EXPENSE GUIDELINES

Verizon will reimburse Contractor for reasonable, necessary and actual travel and out-of-pocket expenses incurred in the performance of Services, provided they are authorized in advance and meet the following criteria. All expenses in excess of twenty-five dollars (\$25.00) must have prior written approval, and must be documented to Verizon's reasonable satisfaction and will be reimbursed monthly upon receipt of documents supporting such expenses. Verizon shall not reimburse Contractor for any expenses incurred in violation of this policy unless Contractor obtains prior consent, including emails or a client-signed estimate from Verizon. Subject to the immediately preceding sentence, if Contractor has charged Verizon and been paid by Verizon for travel expenses later determined to be in violation of Verizon's travel policy, Contractor shall promptly refund 100% of such charges.

1. Airfare. Verizon will reimburse Contractor for airfare, provided the travel is authorized in advance by Verizon and that the lowest reasonable coach airfare is used for all domestic travel. Business class may be used for international short-term assignments of less than two (2) weeks. However, the lowest reasonable coach airfare will be booked for Consultants traveling to an international destination for the performance of a longer-term work assignment. Contractor shall not be entitled to reimbursement at the first-class airfare rate. The lowest reasonable coach airfare can involve reasonable stops in transit, plane changes, etc., provided such stops do not add in excess of two (2) hours to the total trip time. Contractor shall submit to Verizon any unused airline tickets (if reimbursement was received). During work assignments of one (1) month or less, Verizon will not reimburse Contractor for return airfare to Contractor's home over a weekend unless Contractor's hotel, car and meal expenses which would be incurred over a weekend exceeds the cost of such airfare.
2. Ground Transportation. Verizon will reimburse Consultant for ground transportation as follows:
 - a) travel from Consultant's home location to their assigned Verizon work location for all miles in excess of fifty (50) miles each way at the current mileage reimbursement rate set by the Internal Revenue Service for use of Consultant's personal automobile;
 - b) for car rentals in the U.S.. Cost should be compared to other travel alternatives. Car rentals should be limited to economy, subcompact, or compact cars. If three or more people share a rental car, one size larger may be selected. Contractor should refuel rental cars before returning them to the car rental Contractor, whenever possible. Insurance is necessary for all car rentals and will be reimbursed.
 - c) for use of local transportation (taxis, trains, buses, etc.) which is justified by business necessity. Contractor is encouraged to use shuttle buses to airports.
 - d) Verizon will reimburse Contractor for incidental transportation expenses such as bridge tolls and parking fees incurred for travel to and from temporary work locations.

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3. Lodging, Meals, and Miscellaneous Expenses. Verizon will reimburse Contractor for reasonable lodging and meal expenses when Contractor's personnel are assigned to a temporary work location requiring an overnight stay or longer. Contractor's lodging should be at the lowest reasonable available rate for a standard single room and shall not exceed \$150.00 per day and meal expenses shall not exceed \$45.00 per day unless otherwise approved, in advance by Verizon. Contractor shall not be entitled to reimbursement for meals purchased for persons other than Contractor. There is no reimbursement for alcohol, hotel minibars, gym expenses or in-room movies. Business calls must be reasonable in length and supported by an itemized bill.
4. Entertainment. Verizon will not reimburse Contractor for entertainment expenses.

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EXHIBIT D INVOICING

In addition to the provisions set forth in Section 6 of this Agreement, Contractor shall comply with the terms further set forth herein:

1. Timing

Contractor shall invoice Verizon as specified in Section's 1.1, 1.2, and 1.3 below. Each invoice shall reference this Agreement and Verizon's written notification of Acceptance in accordance with Section 9 and shall be submitted to the Project Leader identified in the applicable Order or Authorization Letter.

- 1.1 With respect to Ongoing Services, Contractor shall invoice Verizon monthly, on the fifteenth day of each month for the upcoming month's Services. For each partial month during the Term, the fee shall be pro-rated based on the number of days in such partial month. Each invoice shall reference this Agreement and shall be submitted to the Project Leader.
- 1.2 With respect to payment for any Orders (provided such Orders are not for Ongoing Services), Contractor shall invoice Verizon on an ongoing basis in accordance with the terms agreed upon in the Order relating to such invoiced amount. Each invoice shall reference this Agreement and shall be submitted to the Project Leader identified in the applicable Order.
- 1.3 Notwithstanding Section 1.2, with respect to an Order which includes Third-Party Services, Contractor shall invoice Verizon in accordance with the schedule set forth below:
 - 1.3.1 With respect to Third Party Services that require payment in advance, Contractor shall submit an invoice to Verizon immediately following Contractor's acceptance of the Order.
 - 1.3.2 With respect to Third Party Services that do not require payment in advance, within fifteen (15) business days after Order is placed Contractor shall submit an invoice (the "Quotation Invoice") to the applicable Project Leader for one hundred (100%) percent of the estimate of fees for Third-Party Services. Upon receipt of the applicable Third-Party Supplier invoice, Contractor shall submit a second invoice if a balance is due by Verizon to Contractor ("Reconciliation Invoice") or a credit memo if a credit is due by Contractor to Verizon ("Credit Memo") in accordance with the following:
 - 1.3.2.1 Each Reconciliation Invoice or Credit Memo shall be clearly and conspicuously marked "Reconciliation Invoice" or "Credit Memo" and shall indicate: the unique number identified and the amount billed on the Quotation Invoice, the amount of the actual Third-Party Supplier fees or charges incurred, and either the balance due by

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Verizon or the credit balance due to Verizon. Each Reconciliation Invoice and Credit Memo shall have a unique number different from the Quotation Invoice.

1.3.2.2 The Reconciliation Invoice or Credit Memo shall be submitted with appropriate documentation substantiating all such Third-Party Supplier costs, including but not limited to: (1) a copy of the Order signed for approval by Project Leader, (2) the invoices from the Third-Party Supplier.

2. Invoices shall contain the following: (i) Contractor name and remittance address; (ii) unique invoice number; (iii) date; (iv) description of services performed or goods delivered; (v) quantity, unit price and total amount; (vi) payment term; (vii) the cost of all Third-Party Services; (viii) a list of the Affiliate(s) placing the Order, and (ix) name of Verizon Project Leader placing Order. Contractor shall send invoices to such address or Project Leader as designated by Verizon in each Authorization Letter or Order
3. Contractor shall itemize invoices with details as to all expenses, with receipts for any expenses referenced in Section 6.2 of the Agreement over twenty-five dollars (\$25.00).
4. Payments of undisputed amounts shall be made in accordance with the schedule set forth below:
 - 4.1 With respect to the Annual Fee, payment shall be made within thirty (30) days from receipt of each invoice by the Verizon Project Leader.
 - 4.2 With respect to payments due in connection with an Order, Verizon shall make commercially reasonable best efforts to make payments within forty-five (45) days from receipt of each invoice by the Verizon Project Leader identified in the applicable Order.
 - 4.3 Notwithstanding Section 4.2, with respect to payments due to Third-Party Suppliers in connection with an Order where such Third-Party Supplier requires payment in advance, payment shall be made via electronic funds transfer within five (5) days from receipt of each invoice by the Project Leader identified in the applicable Order.
5. The applicable Project Leader will promptly notify Contractor of any dispute regarding charges under this Agreement, and both parties shall work in good faith to resolve them. In the event that Verizon disputes in good faith any portion of an invoice, Verizon will provide Contractor with written notice of such dispute within thirty (30) days after receipt of the invoice; such notice shall outline in reasonable detail the reason(s) for the good faith dispute. Upon receipt of a notice of dispute, Contractor shall issue a new invoice, minus the disputed portion, dated as of the same date as the original invoice and Verizon shall pay such new invoice within the time periods specified above.
6. Verizon is not responsible for any charges or invoices submitted by Contractor on behalf of itself, its Contractor Affiliates or its Third-Party Suppliers one hundred eighty (180) business

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days after the fulfillment of an Order or Authorization Letter.

7. By the fifteenth (15th) day of each month, Contractor shall provide the Project Leader(s) an invoice aging report detailing Orders for which invoices have not been submitted by sixty (60) days from the dates specified herein (the "Invoice Aging Report"). Invoice Aging Report content shall include, but not be limited to, age of invoice in thirty (30) day increments beginning with sixty (60) days; Order date, description of Service, and cost; and other detail as specified by Verizon.
8. Verizon shall have the option to change the invoice policies, procedures and schedule, except with respect to the payment periods outlined in Section 4, with advance written notice to Contractor.

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**EXHIBIT E
FORM AUTHORIZATION LETTER**

Date _____

Contact Name _____

Contractor Name _____

Address _____

City, State _____

Re: Master Advertising Agreement between Verizon and
_____ ("Contractor")

Authorization Letter Number: _____

Dear _____:

This authorization is pursuant to the terms and conditions of the above-referenced agreement (the "Agreement").

The Staffing Plan is attached as Schedule 1.

The Annual Fee, calculated in accordance with the Agreement, shall be
_____.

The Verizon Project Leader will be: _____

Invoices shall be addressed to:

Verizon

Attn: _____

The payment terms shall be as defined in the Agreement.

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Services authorized by this letter will continue until termination of Services under the Agreement. The Verizon Project Leader will specify standards and/or other constraints to be applied to work being performed. Contractor and/or Consultant will provide the Verizon Project Leader with a weekly status report indicating hours worked by day and status of assigned tasks.

Please indicate your acceptance of this Authorization Letter by having it signed by an authorized representative of Contractor and return a fully executed original to _____ at the address stated above.

Sincerely,

(Name)

Verizon

(Title)

Agreed to and accepted by Contractor:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

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**EXHIBIT F
NON-DISCLOSURE**

1. To facilitate the conduct of business between the parties with respect to the Agreement, it may be necessary for each Party to disclose to the other Party technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible form including, but not limited to, specifications, records, data, computer programs, drawings, schematics, know-how, notes, models, reports and samples. Such information may contain proprietary or confidential material, or material subject to applicable laws regarding secrecy of communications or trade secrets ("Confidential Information").
2. The parties acknowledge and agree that:
 - a. All Confidential Information disclosed by the disclosing Party shall be and shall remain the exclusive property of the disclosing Party;
 - b. The receiving Party shall receive in confidence any Confidential Information and shall use such Confidential Information only for purposes of work, services, or analysis related to the matter of mutual interest described above and for other purposes only upon such terms as may be agreed upon between the parties in writing;
 - c. The receiving Party shall limit access to authorized employees who have a need to know the Confidential Information in order for the receiving Party to conduct business pursuant to this Agreement. The receiving Party shall not disclose such Confidential Information to agents, contractors, Affiliates, or others without the prior written approval of the disclosing Party; and in the event of such approval the receiving Party shall obtain their written agreement to protect Confidential Information provided hereunder which agreement provides for substantially the same protections provided hereunder and provide a copy of such agreement to Verizon, if Verizon requests a copy of such agreement; and
 - d. At the disclosing Party's request, the receiving Party shall return promptly to the disclosing Party or destroy any copies of such Confidential Information in written, graphic or other tangible or intangible form, providing to the disclosing Party a list of all such material destroyed.
3. These obligations do not apply to Confidential Information which, as shown by reasonably documented proof:
 - a. Was in the receiving Party's possession prior to receipt from the disclosing Party; or
 - b. Was received by the receiving Party in good faith from a third party not subject to a confidential obligation to the disclosing Party; or

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- c. Now is or later becomes publicly known through no breach of confidential obligation by the disclosing Party; or
 - d. Is authorized in writing by the disclosing Party to be released or is designated in writing by the disclosing Party as no longer being confidential or proprietary.
4. The receiving Party shall provide the disclosing Party with immediate notice of any actual or potential requirement of any court or Contractor to disclose Confidential Information and shall permit the disclosing Party to seek a protective order or other law relief limiting such disclosure and will cooperate with the disclosing Party in obtaining such relief.
5. It is agreed that a violation of any of the provisions of these non-disclosure provisions may cause irreparable harm and injury to the disclosing Party and the disclosing Party shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to seek an injunction enjoining and restraining the receiving Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.

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EXHIBIT G
VERIZON
TRADEMARKS AND SERVICE MARKS

This list is intended for use as a guide to proper marking of trademarks and service marks used by Verizon for the promotion of its wireless services and products, and to provide a brief description of the services or products each mark represents.

MARK		DESCRIPTION
1-888-BUYTIME	®	Customer service phone line for wireless prepay customers.
411 Connect	®	Directory Assistance for Verizon Wireless customers.
A Cell Phone Is Only As Good As The Network It's On.	®	For promotion of wireless network quality.
A Phone Is Only As Good As The Network It's On	SM	For promotion of wireless network quality.
Accessory Access	®	Online and 800 number service for ordering wireless phones and accessories.
AirTimes	®	Newsletter on wireless telecommunications services and products.
America's Choice	®	Price plan for wireless telecommunication services.
America's Choice logo 	®	Logo for the America's Choice wireless price plans and wireless network.
America's Most Reliable	SM	Wireless network reliability promotion tag line.
Are You In?	®	Slogan for wireless, in-network service plan.
Backup Assistant	SM	Application that provides backup and restore functionality for wireless, BREW handsets.
Backup Assistant Logo (contact	SM	Used in association with Backup Assistant wireless


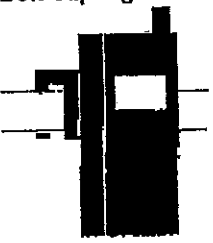
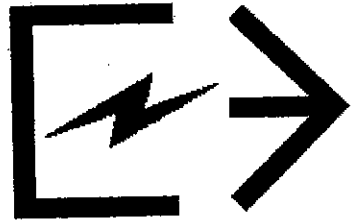
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book/arrow icon)		application.
Battery logo 	®	Batteries for wireless telephones.
Belt Clip logo 	®	Belt clips for wireless telephones.
BroadbandAccess (icon only) 	SM	EvDO wireless Internet access.
Built For Reliable	SM	Wireless network reliability promotion tag line.
Call Your Music	SM	For the promotion of ring back tones and music downloading to wireless phones.
Cámbiate A Confiabile	SM	Wireless network reliability promotion tag line. Translation: Switch to Reliable
<i>Can you hear me now?</i>	®	Slogan for promotion of Verizon Wireless' network's quality.
<i>Can you hear me now? Good!</i>	®	Slogan for the promotion of Verizon Wireless' network's quality.
<i>Chaperone</i>	SM	Wireless phone service with GPS tracking capabilities.
<i>Child Zone</i>	SM	Wireless phone service with GPS tracking capabilities and geo fencing.
<i>Choose America's Most Reliable</i>	SM	Wireless network reliability promotion tag line



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Wireless		
Choose America's Most Reliable Wireless Network	SM	Wireless network reliability promotion tag line.
Choose America's Most Reliable Wireless Voice Network	SM	Wireless network reliability promotion tag line.
Conect con tu Música	SM	Slogan for Verizon Wireless' promotion of V Cast music on demand.
Conéctate con tu Pasión	®	Slogan for Verizon Wireless' promotion of V Cast music on demand.
Connect With Your Passion	SM	Slogan for Verizon Wireless' promotion of V Cast music on demand.
Connectivity Toolkit logo 	®	Cable for connecting a cellular phone to a computer for use as a wireless modem.
ContactConnect	SM	Wireless EPIM service.
Core Choice	®	Wireless price plan.
Coupe	TM	Wireless device.
Coupe Logo 	TM	Wireless device.
Dale Vida A Tu Mundo Movil	®	Slogan or tagline for our Ethnic Marketing campaign for wireless telecommunications services. The slogan reads: "Liven up your wireless."



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Desk Charger logo 	®	Desktop cellular telephone charger.
DigitalChoice	®	Price plan for digital wireless service.
DigitalChoice Best Value	®	Price plan for digital wireless service.
DigitalChoice Value	®	Price plan for digital wireless service.
Elite Access	SM	Wireless service plan.
enV	TM	Wireless device name. The name must be written as shown or logo used.
	TM	Wireless device name.
Es La Compañía	SM	Wireless network quality slogan to be used as the Hispanic equivalent of It's the Network.
Everybody Loves Chocolate	TM	Promotional slogan for the Chocolate device.
Everything For Your Phone. Your Phone For Everything.	®	Tag line for VZW magazine.
Express Network	®	1XRTT network for high-speed, wireless, Internet connection.
EZ Move	®	Service that makes relocating a wireless service plan after a move easier.


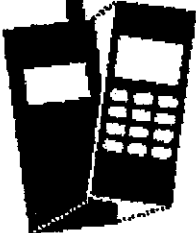

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EZ UP logo 	®	Replenishment of wireless, prepay minutes.
[E-Z UP]	®	Replenishment of wireless, prepay minutes.
Faceplate logo 	®	Faceplate for wireless telephones.
Family SharePlan	®	Wireless digital price plan for multiple users. Allows five users to share free multiple minutes per month for a flat fee.
FamilyNet Share Plan	®	Wireless telecommunications services.
Feats of Unlimitedness	SM	Slogan promoting unlimited service plans.
Feats of Unlimitedness Logo 	SM	Promotion of unlimited service plans.
Fleet Administrator	SM	Vehicle location software application sold in conjunction with minutes and a wireless device.
FlipShot	TM	Wireless device.





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FlipShot Logo 	TM	Wireless device.
[FREEUP]	®	Prepay wireless telecommunications plan and telephone.
[FREEUP] logo 	®	Prepay wireless telecommunications plan and telephone.
Get America's Best Wireless Network	SM	Wireless network reliability promotion tag line.
Get America's Most Reliable Network	SM	Wireless network reliability promotion tag line.
Get It Now	®	Wireless service providing downloading of application software from the Internet.
GET IT NOW Icon 	®	Icon for wireless GET IT NOW service.
Global Traveler Package	SM	Wireless service and rate plan for business and corporate accounts.
Gleam	TM	Wireless device name.
Gleam Logo 	TM	Wireless device name.



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Handsfree CLA logo 	®	Cigarette lighter adapter and speaker connector for wireless telephone.
Headset logo 	®	Headsets for wireless telephones.
HopeLine	®	Verizon Wireless' charitable services, which include the donation of wireless telephones, airtime, financial grants, and clothing.
INpulse	®	Wireless prepay service and rate plan.
INpulse Logo	®	Wireless prepay service and rate plan.


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inpulse		
International Traveler	®	Wireless telecommunication service that will work in both domestic and international locations. The package includes a telephone for rent or purchase, as well as the service plan.
It's For You	®	Slogan used for wireless, prepay service.
It's The Network	SM	Network quality tagline.
Leather Case logo 	®	Leather cases for wireless telephones.
Liven Up Your Wireless	®	Slogan or tagline for Ethnic Marketing campaign for wireless telecommunications services.
Max Choice	®	Wireless price plan.
Minute Meter	®	Prepaid wireless telephone feature that notifies the customer they are running low on prepay minutes.
My Account \$100,000 Sweepstakes	SM	Sweepstakes for the promotion of new wireless billing option.
National Singlerate	®	Wireless rate plan.
New Every Two	®	Wireless telecommunications service plan that allows the customer to upgrade to a new phone every 2 years.
<i>Nunca paramos de trabajar para ti.</i>	®	Translation of : <i>We never stop working for you.</i>
One-Bill	®	Long distance service plan that provides one bill for

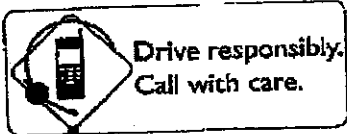
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		local and long distance land line and wireless calls.
Own Your Career	SM	Verizon Wireless recruitment slogan.
PIX Pack	SM	Service plan for wireless camera phone services.
PIX Place	®	Web site for downloading and storage of wireless camera phone images.
PIX2WIN	SM	On-line contest for promotion of wireless camera phones.
Preferred Plan	®	Service price plan with no roaming or long distance charges while on the Verizon Wireless network.
Quick 2 Net	SM	Wireless communications service providing high-speed connection to the Internet (under 10 seconds).
Reliable Minutes	SM	Wireless network reliability promotion tag line.
Reliable Network	SM	Wireless network reliability promotion tag line.
Reliable Value	SM	Wireless network reliability promotion tag line.
RELIABLE: You'll Know It When You Have It.	®	Wireless network reliability promotional tag line.
Safety Logo 	®	Cellular Safety slogan and logo for wireless telecommunications services and wireless telecommunications equipment and accessories.
SingleRate	SM	Wireless telecommunications service price plan with no roaming or long distance fees across a specific local footprint.
Snap It. Style It. Share It.	®	Slogan used for the promotion of wireless camera phones and related service plan.
Switch to America's Most Reliable Wireless	SM	Promotion of wireless network reliability.
Switch To America's Most Reliable Wireless Network	SM	Promotion of wireless network reliability.

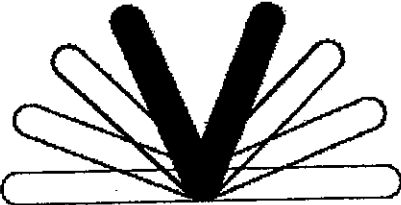
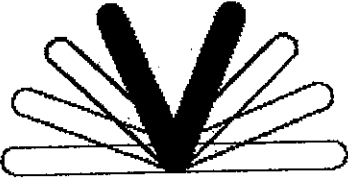
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Switch To America's Most Reliable Wireless Voice Network	SM	Promotion of wireless network reliability.
Switch To Reliable	®	Promotion of wireless network reliability.
Test Drive America's Most Reliable Wireless Network	SM	Promotion of wireless network reliability.
Test Drive The Network	SM	Network wireless reliability promotion.
The Best Wireless Experience.	SM	Slogan for promotion of wireless phone number portability.
The V Logo 	®	Logo (without words) representing the LG 9800 wireless device.
The V Logo  The V	®	Logo (design + words) representing the LG 9800 wireless device
The Reliable Network	SM	Wireless network reliability promotion tag line
The World. Wirelessly.	®	Slogan for the promotion of International Traveler® wireless service.
Total Value Plan	SM	Wireless local area price plan.
TXT PLAY	SM	Name of web page with information on text messaging games and contests.
TXT2WIN	®	The name of contests used to promote wireless text messaging services.



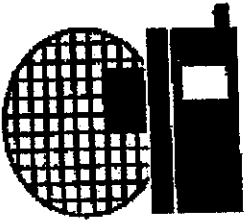


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V CAST Logo 	SM	High-speed wireless transmission of voice, data, music and video. The word V CAST is not a service mark and when not used in the logo it should only be written as V CAST (all capital letters with a space between "V" and "CAST").
Value For Your Wireless Journey	®	Direct mail campaign for surveying subscribers' satisfaction with our wireless services, price plans, and customer service.
Vehicle Power Charger logo 	®	Vehicle power chargers for wireless phones.
Vent Clip logo 	®	Air vent clips for wireless telephones.
Verizon Wireless logo Primary: 	no symbol used	Represents all Verizon Wireless products and services.
	no symbol used	Represents all Verizon Wireless products and services.

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viQ	®	Pre-recorded videos concerning wireless telephone use and safe driving, and teacher guides for use in driver education classes.
Voice & Data Bundles	®	Wireless service plan.
VZ Navigator	SM	A service that provides mapping, location and turn-by-turn driving directions via a wireless device.
VZAccess	®	Wireless Internet access option offered under VZOffice SM solutions.
VZCustom	SM	Customized wireless service and products offered under VZOffice SM solutions.
VZEmail	®	Email service provided under VZOffice SM solutions.
VZGlobal	®	Represents a selection of service options for national and international voice and data services.
VZOffice	SM	Suite of wireless voice and data services and products for business accounts.
VZServe	®	Automated wireless telephone communication customer services.
VZVoice	®	Providing wireless voice services.
<i>We never stop working for you.</i>	®	Slogan for all our wireless services and network.
Wireless Your Way	®	Advertising slogan for wireless prepaid service.
Working: Your number on America's best wireless network.	®	Slogan for promotion of number portability.
Worry Free Guarantee	®	Warranty program covering our wireless telecommunications services and equipment.
You'll Know When You Have It.	®	Slogan for promotion of wireless network reliability.
Your Wireless Phone Is Only As Good As The Network It's On.	®	A slogan or tag line for wireless telecommunications services and network.

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EXHIBIT H
Compliance with Minority, Woman-owned, and Service-Disabled Veteran Business Enterprises (MWDVBE) Utilization

Primary Supplier Commitment

A. Contractor Commitment.

1. The Contractor (hereinafter "Primary Supplier") agrees to provide opportunities for suppliers identified and Certified as a Minority, Woman, and Service-Disabled Veteran - owned and controlled Business Enterprises (hereinafter "MWDVBE"), in accordance, at a minimum, with the terms and conditions of this Exhibit.
2. In addition, if the scope of this Agreement includes the provision of products or performance of services for or in conjunction with a Verizon Federal government agreement, the then-current Federal Acquisition Regulations (FAR) requirements regarding MWDVBE subcontracting and reporting shall also apply.
3. In the event that a change in ownership results in a change of Contractor's status as a Certified MWDVBE, Contractor shall notify Verizon in writing within thirty (30) days of such change.

B. Definitions.

1. **Certified** - Currently certified as MWDVBE by an authorized certifying body, such as the National Minority Supplier Development Council (NMSDC) or its affiliate regional councils, the Women's Business Enterprise National Council (WBENC) or its affiliate regional councils, the California Public Utility Commission (CPUC) Clearinghouse, or other similar local, state, or federal certifying body.
2. **Control** - Having overall fiscal/legal responsibility and exercising the power to make policy decisions.
3. **Owned** - At least fifty-one percent (51%) of the business or, in the case of a publicly owned business, at least fifty-one percent (51%) of the stock is owned by a minority, woman or service-disabled veteran. Transfer of ownership to or purchase of an existing business by a minority, woman, or service-disabled veteran by a non-minority who remains actively involved in the operation of the business does not qualify as a MWDVBE.
4. **Minority-owned Business Enterprise (MBE)** - A business concern in which at least fifty-one percent (51%) of the ownership and control is held by individuals who are members of a minority group and of which at least fifty-one percent (51%) of the net profits accrue to members of a minority group. Such persons include, but are not limited to, Black Americans, Hispanic Americans, Asian Pacific Americans (persons with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the former U.S. Trust Territory of the Pacific

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Islands (Republic of Palau, the Commonwealth of the Northern Mariana Islands, Republic of the Marshall Islands, Federated States of Micronesia) Laos, Cambodia (Kampuchea), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru); Subcontinent Asian Americans (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands or Nepal); Native Americans (American Indians, Eskimos, Aleuts, and Native Hawaiians); and members of other groups designated by the U. S. Small Business Administration as minorities.

5. **Women-owned Business Enterprise (WBE)** - A business concern which is at least fifty-one percent (51%) owned and controlled by a woman or women; or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock is owned by a woman or by women. Such women's business enterprise shall further be classified as either minority or non-minority women-owned business, depending upon the greater portion of ownership.
6. **Vietnam Era Veteran-owned Business Enterprise (VBE)** - A business concern that is at least fifty-one percent (51%) owned and controlled, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock is owned, by an owner or owners who are veterans of the U.S. military, ground, navel, or air service, any part of whose service was during the period August 5, 1964 through May 7, 1975, who (1) served on active duty for a period of more than one hundred and eighty (180) days and were discharged or released with other than a dishonorable discharge, or (2) were discharged or released from active duty because of a service-connected disability. "Vietnam-Era Veteran" also includes any veteran of the U.S. military, ground, navel, or air service who served in the Republic of Vietnam between February 28, 1961 and May 7, 1975.
7. **Service-disabled Veteran-owned Business Enterprise (SDVBE)** - (1) A business concern that is (a) at least fifty-one percent (51%) owned by one or more service-disabled veterans or, in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more service-disabled veterans or, in the case of a veteran with a permanent and severe disability, the spouse or permanent caregiver of such veteran. (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected as defined in 38 U.S.C. 101(16).
8. **Persons with Disabilities-owned Business Enterprise (DBE)** - a business concern that is at least fifty-one percent (51%) owned and controlled, or in the case of a publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by an owner or owners who are disabled as defined by the Americans With Disabilities Act (ADA). This classification can also include agencies that employ fifty-one percent (51%) or more disabled persons.

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C. Supplier Diversity Utilization Plan.

1. The Primary Supplier shall submit a Supplier Diversity Utilization Plan ("Plan") for approval by Verizon prior to the execution of this Agreement. The Plan must include a statement that the Primary Supplier will (i) use commercially reasonable efforts to achieve the MWDVBE Percent Commitment as defined in Section E, below, entitled "Primary Supplier MWDVBE Percent Commitment," and (ii) report results utilizing the reporting method described below in Section D, entitled "Reporting."
2. The list of MWDVBE suppliers to be used by the Primary Supplier in its (Contract-Specific) Plan form shall constitute the following:
 - (a) A representation by the Primary Supplier to Verizon in regard to the MWDVBE supplier(s) that (a) it intends to use the firm for the work specified in the Plan; (b) on the basis of information known to it and after reasonable inquiry, it believes such MWDVBE supplier(s) to be technically and financially qualified to perform the work specified, and that the firm is available to perform the work; and (c) the MWDVBE supplier(s) identified is currently Certified as an MWDVBE by an authorized certifying body.
 - (b) A commitment that the Primary Supplier will enter into a contract with each such MWDVBE supplier (or approved substitutes) in accordance with its Plan.
 - (c) A commitment by the Primary Supplier that it will not substitute a MWDVBE supplier listed in its Plan without prior written notification to Verizon. Unless the Primary Supplier has a reasonable belief that use of a designated MWDVBE supplier will potentially cause personal injury or damage to property, or that such MWDVBE Supplier has engaged in illegal or unethical behavior, no substitution(s) of MWDVBE supplier(s) designated on the Plan form may be made without notifying Verizon in writing, citing the specific reason(s) for substitution.

D. Reporting.

1. The Primary Supplier shall report quarterly MWDVBE expenditures by using the "Prime Supplier MWDVBE Quarterly Report" and reporting format specified on the Verizon website at <http://www22.verizon.com/suppliers/>. For assistance with such reporting, contact Verizon Supplier Diversity at DSR@verizon.com.
2. The Prime Supplier MWDVBE Quarterly Report shall include a) MWDVBE expenditures specific to Verizon contracts (herein, "Direct Expenditures"); and b) Verizon's prorated share of the Primary Supplier's non-contract specific MWDVBE expenditures (herein, "Indirect Expenditures"). Verizon's prorated share of such Indirect Expenditures for the applicable calendar quarter shall be

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equal to the percentage derived from the following formula: Sales to Verizon / Sales to all customers.

3. Such reports shall be submitted by no later than thirty (30) days following the end of each calendar quarter.
4. This report is intended to provide a mechanism to monitor the Prime Supplier's compliance and progress in achieving its MWDVBE commitments as set forth in this Exhibit.
5. The Primary Supplier will provide:
 - (a) A list of the name(s) and address(s) of the Certified MWDVBE suppliers the Primary Supplier has identified to be used in support of this Agreement;
 - (b) A description of the products/services or scope of work performed by MWDVBE suppliers; and
 - (c) The percentage or volume of contract work performed by each such firm.

E. Primary Supplier MWDVBE Percent Commitment.

The Primary Contractor shall use commercially reasonable efforts to engage the services of Certified MWDVBE Contractors for an amount equivalent to at least eighteen percent (18%) of the out-of-pocket dollars spent under this Agreement (M/W/DV BE Percent Commitment"). In addition, Contractor shall use commercially reasonable efforts to utilize certified M/W/DV BE(s) for printing services procured on behalf of Verizon for an amount equivalent to at least thirty percent (30%) of the total print spend, which shall contribute to Contractor's M/W/DV BE Percent Commitment. More specifically, excluding the State of California, twenty-five percent (25%) of the total print spend shall be spent with MBE's and five percent (5%) of the total print spend shall be spent with non-minority females (Caucasian females) and/or SDV's. For the State of California, twenty-five percent (25%) of the total print spend shall be spent with MBE's, two percent (2%) of the total print spend shall be spent with non-minority females (Caucasian females) and three percent (3%) of the total print spend shall be spent with SDV's, unless otherwise directed by Verizon.

In the event the Term of the Agreement exceeds one (1) year, Contractor shall use commercially reasonable efforts to provide for a continuous year-over-year improvement of two percent (2%) in year 2 and one percent (1%) for years 3 and beyond under this Agreement.

Verizon acknowledges that a significant portion of the goods and services are procured by Verizon. Therefore, notwithstanding the foregoing, for the purposes of measuring Primary Contractor compliance with the Plan and MWDVBE Percent Commitments, amounts paid or payable to print where the goods or services are procured by Verizon and invoiced directly to Verizon shall be excluded from both the numerator and denominator in actual percent computations.

F. Primary Supplier Compliance; Standards and Remedies.

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1. **Compliance Standards.** Verizon has the right to determine compliance by the Primary Supplier with the Plan and the MWDVBE Percent Commitments (hereinafter collectively the "MWDVBE Commitments") established in this Exhibit. Verizon may determine that the Primary Supplier is achieving its MWDVBE Commitments by examining reports received from the Primary Supplier, performing on-site inspections, conducting progress meetings regarding work required by the Agreement, contacting involved MWDVBE suppliers, or through other Verizon actions taken in the ordinary course of administering the Agreement.
2. **Updates.** An annual update of the Primary Supplier's Plan will be required to ensure compliance with this Agreement's provision for continuous year-over-year improvement.
3. **Commitments Not Achieved.** In the event that the Primary Supplier's MWDVBE Commitments hereunder are not achieved and the Primary Supplier cannot demonstrate to the reasonable satisfaction of Verizon that commercially reasonable efforts were made to accomplish such MWDVBE Commitments, such failure shall constitute default by the Primary Supplier, and Verizon reserves the right and shall have the option to invoke the termination provisions of this Agreement. Such documentary evidence of commercially reasonable efforts shall include but are not limited to a) advertisement in general circulation media, trade publications and small business media soliciting the performance of services of Certified MWDVBE suppliers related to the field of business regarding the products and/or services which are the subject matter of this Agreement; b) written notification to Certified MWDVBE suppliers requesting proposals specific to the products provided for and/or services performed under this Agreement; and c) written acknowledgment that the Certified MWDVBE suppliers' interest in providing such products and/or performing such services is under consideration. The foregoing rights are in addition to, and not in limitation of, any other remedy Verizon may have at law or in equity. Verizon may also require that, upon request, the Primary Supplier submit additional documentation and information concerning the Primary Supplier's performance in achieving its MWDVBE Commitments and compliance with its Plan.
4. **Cure Period for Commitments Not Achieved.** Should the Primary Supplier continue to fail in achieving the MWDVBE Commitments of this Agreement, including as amended, after having been given notice of such failure to meet its MWDVBE Commitments, and failing to cure such MWDVBE Commitments within ninety (90) days of receiving such notice by achieving its requirements, the Primary Supplier shall be in default and no further cure shall be permitted.
5. **Contractor Report Card.** In addition, the Primary Supplier's ability to achieve its MWDVBE Commitments shall reflect upon and shall contribute to the Primary Supplier's overall grade on the Contractor Report Card or other performance measurement(s).

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EXHIBIT 28.1

March 14, 2007

Allen Bosworth
Hill, Holliday, Connors, Cosmopolous, Inc.
d/b/a Erwin-Penland
125 East Broad Street
Greenville, SC 29601

Re: Master Advertising Agreement Number 750-01872-2004 between Celco
Partnership d/b/a Verizon Wireless ("Verizon Wireless") and Hill, Holliday,
Connors, Cosmopolous, Inc. d/b/a Erwin-Penland ("Contractor")
Letter of Authorization Number: 710-10173-2007

Dear Mr. Bosworth:

This Authorization Letter is issued pursuant to the terms and conditions of the above-referenced Agreement. Services authorized by this letter shall take effect January 1, 2007 and run through December 31, 2007 ("Authorized Period").

The Services to be performed are described in Exhibit A of the Agreement and as further specified in separate, more detailed Orders issued in accordance with the Agreement. The Services will be primarily provided in Greenville, South Carolina. The Verizon Wireless authorized contact will be Andrew Shafer, Marketing Communications Director. The schedule of professional fees is defined in the attached Compensation Schedule (Schedule 1). Invoices for professional fees shall be billed as specified in the attached Schedule 1 and addressed to:

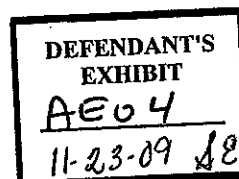
Verizon Wireless
One Verizon Place
Alpharetta, GA 30004
Attn: Andrew Shafer, Marketing Communications Director

The payment terms shall be as defined in the Agreement and in Schedule 1 of this Authorization Letter.

The estimated amount authorized under this Authorization Letter is thirty-two million dollars (\$32,000,000) ("Amount Authorized") for the Services during the Authorized Period. The Amount Authorized includes an Annual Fee not to exceed six million one hundred fifty-one thousand six hundred thirty-five dollars (\$6,151,635) and annual pass-thru expenses estimated at twenty five million eight hundred forty-eight thousand three hundred sixty-five dollars (\$25,848,365) (which expenses shall be approved on a case-by-case basis pursuant to more detailed Orders as described in the Agreement). At Verizon Wireless' sole discretion, Contractor may receive incentive compensation for performance that shall be based upon mutually established performance goals, in alignment with Verizon Wireless business objectives, including both qualitative and quantitative evaluation criteria.

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d/b/a Erwin-Penland
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Contractor agrees that all persons assigned to provide Services to Verizon Wireless pursuant to this Agreement shall read and sign a copy of the Benefits Waiver attached hereto as Schedule 2.

Please indicate your acceptance of this Authorization Letter by having it signed by an authorized representative of Contractor and return a fully executed original to:

Jason Epstein
Sr. Consultant
Verizon Services Operations
Two Verizon Place, GA2A1PRO
Alpharetta, GA 30004

The Parties hereby execute Authorization Letter Number 710-10173-2007 by their duly authorized representatives:

CELLCO PARTNERSHIP
d/b/a VERIZON WIRELESS

HILL, HOLLIDAY, CONNORS
COSMOPULOUS, INC. d/b/a ERWIN-PENLAND

By: _____

By: _____

Name: Lowell McAdam

Name: Allen Bosworth

Title: President & CEO

Title: Executive VP & Director

Date: _____

Date: _____

Hill, Holliday, Connors, Cosmopolous, Inc.
d/b/a Erwin-Penland
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SCHEDULE 1
COMPENSATION SCHEDULE

1. Annual Fee. Verizon Wireless shall compensate Contractor a labor-based Annual Fee not to exceed six million one hundred fifty-one thousand six hundred thirty-five dollars (\$6,151,635). The Annual Fee is based on the mutually agreed to staffing plan set forth below in Section 4 and the estimated 2007 forecast set forth in Section 5.
2. The Annual Fee includes an Overhead Rate not to exceed one hundred twelve percent (112%) of Direct Salary Costs and a Profit Mark-up not to exceed thirteen percent (13%) of Total Costs, which is equivalent to approximately eleven point five percent (11.5%) of the Annual Fee.

Direct Salary Costs equal	\$2,567,889
Overhead Costs equal 111.9% of Direct Salary Costs	\$2,876,036
Total Costs equal	\$5,443,925
Mark-up for Profit equals 13% of Total Costs (which is equivalent to approximately 11.5 % of the Annual Fee).	\$707,710
Annual Fee equals	\$6,151,635

3. Fee Payable Monthly. The fee shall be payable each month on the basis of one-twelfth (1/12th) of the agreed upon fee or five hundred twelve thousand six hundred thirty-six dollars and twenty-five cents (\$512,636.25). Contractor shall bill Verizon Wireless in accordance with the invoice requirements specified in Exhibit D of the Agreement.

4. Staffing Plan. Contractor shall provide the mutually agreed to staffing hours as set forth below. The Staffing Plan shall be reviewed annually and adjusted based on the needs of Verizon Wireless and at the request of Verizon Wireless.

Account Service		Percentage of Time	Annual Salary	Direct Salary Cost
Employee	Position			
Joe Erwin	President	2.5%		
Allen Bosworth	Dir. Client Services	40%		
Beth Carter	Mgmt Supervisor	95%		
Roger Beasley	Dir. Strategic Planning	15%		
Cynthia Davis	Dir. Account Planning	15%		
Ryan Alford	Account Supervisor	95%		
TBD	Budget Coordinator	95%		
	Senior Account Executive,			
Jeff Hoffman	Consumer Marketing	95%		
	Account Executive,			
Lindsay King	Promo Implementation	95%		
	Jr. AE,			
Meagan Martin	Versioning/Indirect/OOH	95%		
	AE,			
Coleman Dixon	Versioning/Indirect/OOH	95%		
Kat Sloan	AE, Sponsorships	95%		
Laura Carpenter	AE, POP/Collateral	95%		
Melodie Hudson-Ross	AE, POP/Collateral/GOs	95%		
Lisa Williams	Account Coordinator	95%		
Curtis Rose	Sr. AE, B2B/Sponsorship Mktg	95%		
James Phillips	Jr. AE, B2B/Vertical Markets	95%		
Caroline Brown	Jr. AE, B2B/Vertical Markets	95%		
Beth Moats	AE, B2B	95%		
Jessica Gilstrap	Sr. AE, CBM	95%		
Jeff Henry	AE, CBM	95%		
Sarah Will	Jr. AE, CBM	95%		
Chuck Jones	Dir., Direct Mktg	25%		
Tameika Jackson	AE, Analytics	95%		
John Friedman	Dir., Analytics (HHCC-NY)	10%		
James Reiss	Sr AE (HHCC-NY)	25%		
Chris Florio	DM AE (HHCC-NY)	25%		
		19.625		<u>\$923,252</u>

Media Services		Percentage of Time	Annual Salary	Direct Salary Cost
Employee	Position			
Bill Reynolds	Dir., Media Services	50%		
Jennifer Spellman	Media Supervisor	95%		
Anne Efird	Media Supervisor	95%		
Lorie Williams	Senior Planner	95%		
Glen DeKeyser	Senior Planner	95%		
TBD	Planner	95%		
Cathleen Webster	Planner	95%		
Sarah Walker	Media Coordinator	95%		
		7.15		\$343,350

Creative Management		Percentage of Time	Annual Salary	Direct Salary Cost
Employee	Position			
Andy Mendelsohn	Exec. Creative Director	20%		
Sandy Derdziak	Broadcast Producer	25%		
Tony Lowe	Senior AD	95%		
Andrew Robinson	AD	95%		
Owen Page	Creative Supervisor	95%		
Michelle Breeze	CW	95%		
Aaron Johnson	CW	95%		
Jeremy Tufts	AD	95%		
Jeanna Wall-Hayes	AD	95%		
Various	CW, Direct Mail (HHCC-NY)	25%		
Various	AD, Direct Mail (HHCC-NY)	25%		
TBD	AD, Direct Mail	50%		
TBD	CW, B2B	50%		
		8.6		
				<u>\$ 548,337</u>

Production		Percentage of Time	Annual Salary	Direct Salary Cost
Employee	Position			
Kurt Matheson	Dir., Print Production	40%		
Corey Hudgins	Senior Production Mgr	95%		
Anne-Marie Leone	Production Manager	95%		
Katie Ingram	Production Specialist	95%		
Justin Merrell	Production Manager	95%		
Thomas Dillard	Assistant Production Manager	95%		
Kristin Claude	Traffic Mgr	95%		
Jason Comerford	Proofreader	95%		
Ted Durham	Studio Mgr	75%		
Various	Senior Studio Designer	95%		

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Various	Studio Artist	95%	
Various	Studio Artist	95%	
Various	Studio Artist	95%	
Various	Studio Artist	95%	
Various	Studio Artist	95%	
Various	Studio Artist	95%	
Various	Studio Artist	95%	
Various	Studio Artist	95%	
Various	Studio Artist	95%	
Various	Studio Artist	17.3	<u>\$ 644,545</u>

<i>Integrated Marketing</i>		Percentage of Time	Annual Salary	Direct Salary Cost
Employee	Position			
Barry Finkelstein	Dir., Integrated Marketing	5%		
Karen Henry	Dir., Conferences/Events	50%		
Melissa Knight	Events Manager	50%		
Christy Medford	Events Manager	50%		
		1.55		<u>\$ 108,405</u>
Total Full-Time Equivalents				54.225
Estimated Direct Salary Costs				<u>\$ 2,567,889</u>
Overhead % (as a percent of Direct Salary Costs)				112.0%
Profit (Based on total costs)				\$707,710
Total Payment (excluding pass-through costs)				<u>\$ 6,151,635</u>

5. Estimated Forecast. Notwithstanding anything contained in and in addition to those Services described in Exhibit A, Section 1 of the Agreement, Ongoing Services specifically include the following for the period covering January 1, 2007 through December 31, 2007:

Annual Forecast

Annual Forecast

1. Newspaper:
 - a. 35 - 40 new ads (versioned for Promo, B2B, Indirect, AA, Grand Opening, etc) in approx. 175 newspapers
 - b. 30 to 35 refreshers in approx 175 newspapers
 - c. 4-5 Ad hoc HQ assignments
2. Indirect Templates
 - a. 10 - 15 advertisements/flyers to support the Indirect channel
3. Radio Advertising:
 - a. 100 promotion spots per year
 - b. 100 product/segment spots
4. Sponsorship Advertising:
 - a. 60 professional sports team advertisements
 - b. 50 college sports team advertisements
 - c. 125 charity/business/other advertisements
 - d. 50 - 60 radio spots
 - e. 225 mechanicals
 - f. 50 - 75 stadium signage
 - g. 10 'In the Zone' design/onsite executional layouts
5. Media Planning
 - a. 600 print/newspaper templates sent out per year
 - b. 581 radio stations send traffic instructions and copy points
 - c. Evaluate and recommend additional media opportunities
 - d. Budget Management for all regions
 - e. 55 DMA's analyzed for effective media placement
6. Merchandising:
 - a. 1500 equipment promotional refresh mechanicals
 - b. 300 merchandising mechanicals
 - c. 150 map refresh mechanicals
 - d. 96 brand surround mechanicals
 - e. Photographing phones with accessory bundles - 10 sessions
 - f. 150 miscellaneous projects (posters, brochures Headquarters' refresh)

7. Direct Mail:
 - a. 11 Valpak mailings (includes flyer + buckslip)
 - b. Grand Opening template and Regional executions (acquisition and base)
 - c. Ad hoc Regional requests
8. Outdoor
 - a. 200 – 300 units with various dimensions (posters, billboards, bus kings, etc)
 - b. 2 Changeouts
 - c. 75 Directional changes
9. Database and Analytic Consultation
10. Event Planning
 - a. 15-20 Area/Region Events per year
11. Research
 - a. 2 Qualitative projects
 - b. Store Productivity tracking
12. Additional Retail and Administrative Assignments
 - a. Locator changes
 - b. Presentation development as needed
 - c. POVs as needed
 - d. Sales/Promo/Brand Videos as needed
13. B2B
 - a. Print on Demand Assets/updates
 - b. National Account Support
 - c. Trade Show Event Display support
 - d. 5-10 B2B/vertical sales materials
 - e. Sales support materials not handled under POD
 - f. Employee Liabile program development and support
 - g. Event/sponsorship development and execution
14. CBM
 - a. 75-100 unique programs to the base (some with multiple versions)
 - b. 30 bill inserts
 - c. Management and tracking of Marketing Central job tool
 - d. 3-4 test program initiatives

**SCHEDULE 2
BENEFITS WAIVER**

1. This Benefits Waiver is entered into between the undersigned and Celco Partnership d/b/a Verizon Wireless, a Delaware general partnership, having its principal place of business at 180 Washington Valley Road, Bedminster, New Jersey 07921 (hereinafter "Verizon Wireless").

2. The undersigned agrees and acknowledges that he or she is either (a) an independent contractor, providing goods and/or services to Verizon Wireless pursuant to a written contract or (b) an employee of an independent contractor.

3. The undersigned agrees and acknowledges that he or she is not an employee of Verizon Wireless, or any of its subsidiary, parent, or affiliated companies. As such, the undersigned agrees and acknowledges that he or she is not entitled to any of the benefits made available to employees of Verizon Wireless. The undersigned therefore waives, discharges, and releases any claim for any employee benefit offered by Verizon Wireless or any of its parent, subsidiary, or affiliated companies, including any successor thereto. This waiver specifically includes, but is not limited to, pension coverage or benefits, medical and/or dental insurance coverage or benefits, life insurance coverage or benefits, savings and investment plan benefits, employee stock option participation, long term and short term incentive benefits, holiday pay, separation pay or any other employee benefit of any type or description.

Signature

Print Name

Date

Hill, Holliday, Connors, Cosmopolous, Inc.
d/b/a Erwin-Penland
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EP031686

EXHIBIT 28.2



February 15, 2008

Hill, Holliday, Connors, Cosmopolous, Inc.
200 Clarendon Street
Boston, Massachusetts 02116
Attn: Brian Whipple

Re: Master Advertising Agreement Number 000903-2007 between Verizon Services Corp. ("Verizon") and Hill, Holliday, Connors, Cosmopolous, Inc.. ("Contractor")
Letter of Authorization Number #001276-2007

Dear Mr. Whipple:

This Authorization Letter is issued by Verizon Services Corp. pursuant to the terms and conditions of the above-referenced Agreement. Services authorized by this letter shall be effective as of the date of execution by the last signing party but take retroactive effect to and including September 1, 2007 and continue through December 31, 2008 ("Authorized Period").

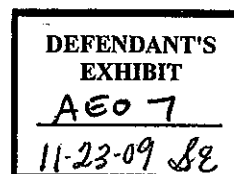
If the parties fail to execute a new Authorization Letter upon the expiration of this Authorized Period, and the Agreement has not otherwise expired or been terminated, this Authorization Letter shall govern the relationship of the parties on a month-to-month basis until the parties execute a new Authorization Letter or until Verizon provides ninety (90) days written notice that it is no longer ordering services authorized herein from Contractor.

The Services to be performed are described in Exhibit A of the Agreement and more specifically defined in Schedule 1 Paragraph 3 of this Authorization Letter. Additional services may be provided as mutually agreed upon pursuant to an Order and/or a Quotation issued in accordance with the Agreement. The Verizon authorized contact will be Jeff Perkins, Verizon Wireless South Area Marketing Director.

The schedule of annual fees, the staffing to be provided and the annual forecast is defined in the Compensation Schedule, Staffing Plan and Annual Forecast attached hereto as Schedule 1 and incorporated herein by this reference. Invoices for annual fees shall be itemized by Verizon line of business and addressed to:

Verizon Wireless
One Verizon Place
Alpharetta, Georgia 30004
Attn: Jeff Perkins, Verizon Wireless Marketing Director

Verizon - Hill, Holliday, Connors, Cosmopolous, Inc.
September 1, 2007 - December 31, 2008 South Area L/OA



The invoicing and payment terms shall be as defined in Exhibit D of the Agreement.

The estimated amount authorized under this Authorization Letter is Eighteen Million Eight Hundred Eighty-One Thousand Seven Hundred Forty-Five (\$18,881,745) dollars ("Amount Authorized") for the Services performed during the Authorized Period. The Amount Authorized includes an Annual Fee, pro-rated for the Authorized Period of One Million Five Hundred Eighty-One Thousand Seven Hundred Forty-Five (\$1,581,745) Dollars and annual estimated pass-thru expenses, pro-rated for the Authorized Period of Seventeen Million Three Hundred Thousand (\$17,300,000) Dollars (which expenses shall be approved on a case-by-case basis pursuant to more detailed Orders and/or Quotations as described above and invoices for which shall be sent to the address indicated on such Order and/or Quotation).

The Verizon authorized contact will specify standards and/or constraints to be applied to work being performed.

Please indicate your acceptance of this Authorization Letter by having it signed by an authorized representative of Contractor and return a fully executed original to:

Annie Forrester
Manager, Advertising & Marketing Procurement
Verizon Services Operations
600 Coolidge Drive
Folsom, California 95630

The Parties hereby execute Authorization Letter Number #001276-2007 by their duly authorized representatives:

VERIZON SERVICES CORP.
INC.

HILL, HOLLIDAY, CONNORS, COSMOPULOUS,

By: _____

By: _____

Name: _____

Name: Brian Whipple

Title: _____

Title: Chief Operating Officer

Date: _____

Date: _____

SCHEDULE 1
COMPENSATION SCHEDULE, STAFFING PLAN AND ANNUAL FORECAST

1. Annual Fee

During the Initial Term of this Agreement, also referred to herein as the Authorized Period covering September 1, 2007 through December 31, 2008, Verizon shall compensate Contractor a, fixed, non-reconcilable, Annual Fee, pro-rated for the Authorized Period of One Million Five Hundred Eighty-One Thousand Seven Hundred Forty-Five (\$1,581,745) dollars, as further detailed in the chart below.

VERIZON WIRELESS SOUTH AREA	
Direct Salary Costs equal	\$533,839
Overhead costs equal 100% of Direct Salary Costs	\$533,839
Total Costs equal	\$1,067,678
Mark-up for profit equals 11.11% of Total Costs (which is equivalent to 10% of the Annual Fee)	\$118,631
Annual Fee equals	\$1,186,309
Pro-Rated Fee for the Authorized Period	\$1,581,745
Monthly Fee Amount	\$98,859

2. Fee Payable Monthly. The fee shall be billed and earned in equal monthly installments on the basis of one-twelfth (1/12th) of the agreed upon Annualized Fee or Ninety Eight Thousand Eight Hundred Fifty-Nine (\$98,859) dollars. Contractor shall invoice Verizon in accordance with Exhibit D of the Agreement.
3. Annual Forecast. The following represents the scope of work for the Authorized Period. Changes to the scope of work are allowable as long as the changes are for like services of similar size and nature or the changes are not material, and neither will impact the overall scope of work and Fee. In the event of a significant change in scope which the Parties agree will result in an increase or decrease to the Fee, then such changes in scope must be approved in advance by both Parties in writing.

Customer Base Marketing:

**644 unique programs to the base (some with multiple versions)
 93 of which require new creative development.**

Ongoing, recurring retention programs

- 120 weekly executions of prepay letter packages (2 new creative executions)
- 15 monthly executions of 1 month touch letter package (1 new creative)

execution)

- 15 executions of early upgrade (1 new creative execution)
- 6 offer test programs (6 new creative)

New One to One Marketing Programs.

- 45 new recurring creative programs (with numerous variations within a single execution). Provide assistance by teaming with 3rd party vendors to generate highly targeted list pulls and provide creative based on customer profiles and propensity models. (3 new initial creative executions)

Revenue Generation Programs

- 25 new direct mail creative executions focusing on various data products. (all new creative)
- 132 total recurring executions comprising of 60 RPM voice, 45 RPM messaging, 15 AC Select, 12 AC Premium. (2 new creative)
- 3 prepaid data programs. (3 new creative)

Retail Store events:

- 10 executions of store invite programs – includes all south area stores
- 10 executions of various agent invite programs
- 130 grand opening executions
- 30 executions of store closing/relocation mailers
- 6 ad hoc region requests (new creative)

High Value programs:

- 15 executions of high value survey mailers.
- 45 quarterly executions of post survey response mailers. (2 new creative executions)

Two new Product Launch mailers (new creative)

Thirty Bill Inserts (15 new creative)

Bill inserts range from Rev Generation to the latest products/services

Management and tracking of Project Management Job Tool

Utilize job management tool to manage and track the job process on both the agency and client side. Provide real time status reports and information database.

Five to Seven test program initiatives

Provide strategic recommendations for the base using both existing and new data provided by the client. Test programs vary depending on client challenge (Rev Gen/Retention/Product Launch/etc.)

HTML Email – 12-24 new creative executions

Events:

Regional Events (20-25 Events per year)

- VZW Internal – Provide strategy and support for internal kickoff/all-hands meetings/etc.
- Consumer Events – Provide onsite support and management of regional level marketing events

B2B Events (30-35 Events per year)

- Area – Provide support for area wide events including trade shows, National Accounts and professional seminars
- Regional – Facilitate strategy and onsite management for region budgeted B2B events including data symposiums/CIO events/etc.
- National – Assist Area in management of National shows (Trade Shows/B2B Sponsorships/etc)

4. Staffing Plan. Contractor shall provide the mutually agreed to staffing support as set forth below. The staffing plan shows required staffing for the scope of work and shall be reviewed at the end of the Authorized Period and adjusted for future periods based on the needs of Verizon. For purposes of clarification, the Parties understand that the below Staffing Plans were developed based on annual forecasts to determine the Annual Fee, which was thereafter pro-rated to determine the Amount Authorized for the Authorized Period:

September 1, 2007 - December 31, 2008 Staffing Plan - Verizon Non-Retail (Greenville)			
Department	TITLE	Verizon Wireless % of 1840 hours	Direct Labor Cost
Account Service			
Sarah Will	CBM Junior AE	100%	
TBD	CBM Supervisor	50%	
Karen Henry	Events	75%	
Kristen Decker	Events	75%	
Jeff Henry	CBM AE	100%	
Christy Medford	Events	50%	
Total Account Service			\$262,502
Creative			
TBD	AD	50%	
TBD	CW	50%	
TBD	CW	25%	
TBD	Junior AD	25%	

Total Creative			\$134,452
Print Production and Studio			
Kurt Matheson	Director of Print Production	10%	
TBD	Senior Production Manager	90%	
Justin Merrell	Production Manager	25%	
Ted Durham	Studio Manager	10%	
TBD	Studio Manager-Day	10%	
TBD	Studio Artist	80%	
TBD	Studio Artist	25%	
Total Print Production and Studio			\$136,885
Total % of Time			
			850%
Total FTE's			
			8.50
Total Direct Salary Costs -		\$533,839	
Overhead Costs @ 100%		\$533,839	
Total Costs		\$1,067,678	
Profit @ 10%		\$118,631	
Annual Fee Total		\$1,186,309	

EXHIBIT 28.3



January 9, 2009

Hill, Holliday, Connors, Cosmopolous, Inc.
53 State Street
Boston, Massachusetts 02109
Attn: Brian Whipple

Re: Master Advertising Agreement Number 000903-2007 between Verizon Corporate Services Group Inc. ("Verizon") and Hill, Holliday, Connors, Cosmopolous, Inc. ("Contractor")
Letter of Authorization Number #TBD

Dear Mr. Whipple:

This Authorization Letter is issued by Cellco Partnership d/b/a Verizon Wireless pursuant to the terms and conditions of the above-referenced Agreement. The Authorization Letter is entered into as of the date of execution by the last signing party but takes retroactive effect to and including January 1, 2009 and continues through December 31, 2009 ("Authorized Period").

If the parties fail to execute a new Authorization Letter upon the expiration of this Authorized Period, and the Agreement has not otherwise expired or been terminated, this Authorization Letter shall govern the relationship of the parties on a month-to-month basis until the parties execute a new Authorization Letter or until Verizon provides ninety (90) days written notice that it is no longer ordering services authorized herein from Contractor.

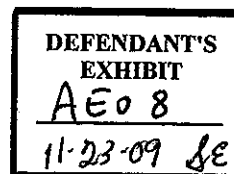
The Services to be performed are described in Exhibit A of the Agreement and more specifically defined in Schedule 1 Paragraph 3 of this Authorization Letter. Additional services may be provided as mutually agreed upon pursuant to an Order and/or a Quotation issued in accordance with the Agreement. The Verizon authorized contact will be Diane Whitehead, Verizon Wireless Headquarters Retail Advertising Director.

The schedule of annual fees, the staffing to be provided and the annual forecast are defined in the Compensation Schedule, Staffing Plan and Annual Forecast attached hereto as Schedule 1 and incorporated herein by this reference. Invoices for annual fees shall be addressed to:

Verizon Wireless
One Verizon Way
Basking Ridge, New Jersey 07920
Attn: Diane Whitehead, Director of Retail Advertising, Verizon Wireless

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ATTORNEYS' EYES ONLY



EP147520

The invoicing and payment terms shall be as defined in Exhibit D of the Agreement.

The estimated amount authorized under this Authorization Letter is TBD (\$TBD) dollars ("Amount Authorized") for the Services performed during the Authorized Period. The Amount Authorized includes an Annual Fee, of Eighteen Million Five Hundred One Thousand Five Hundred Twenty-Two (\$18,501,522) dollars and annual estimated pass-thru expenses of TBD (\$TBD) Dollars (which expenses shall be approved on a case-by-case basis pursuant to more detailed Orders and/or Quotations as described above and invoices for which shall be sent to the address indicated on such Order and/or Quotation) and maximum annual incentive compensation for the Authorized Period of Eight Hundred Thirty-Two Thousand Five Hundred Sixty-Nine (\$832,569) dollars (based upon Verizon's sole discretion).

The Verizon authorized contact will specify standards and/or constraints to be applied to work being performed.

Please indicate your acceptance of this Authorization Letter by having it signed by an authorized representative of Contractor and return a fully executed original to:

Annie Forrester
Manager, Advertising & Marketing Procurement
Verizon Services Operations
600 Coolidge Drive
Folsom, California 95630

The Parties hereby execute Authorization Letter Number # TBD by their duly authorized representatives:

CELLCO PARTNERSHIP d/b/a
VERIZON WIRELESS

HILL, HOLLIDAY, CONNORS, COSMOPULOUS, INC.

By: _____

By: _____

Name: Lowell McAdam

Name: Brian Whipple

Title: President & CEO

Title: Chief Operating Officer

Date: _____

Date: _____

SCHEDULE 1
COMPENSATION SCHEDULE, STAFFING PLAN AND ANNUAL FORECAST

1. Annual Fee

During the Term of the Agreement, also referred to herein as the Authorized Period covering January 1, 2009 through December 31, 2009, Verizon shall compensate Contractor a, fixed, non-reconcilable, Annual Fee of Eighteen Million Five Hundred One Thousand Five Hundred Twenty-Two (\$18,501,522) dollars, as further detailed in the chart below.

	VERIZON WIRELESS NATIONAL RETAIL
Direct Salary Costs equal	\$8,325,685
Overhead costs equal 100% of Direct Salary Costs	\$8,325,685
Total Costs equal	\$16,651,370
Mark-up for profit equals 11.11% of Total Costs (which is equivalent to 10% of the Annual Fee)	\$1,850,152
Annual Fee equals	\$18,501,522
Monthly Fee Amount	\$1,541,793

2. Fee Payable Monthly. The fee shall be billed and earned in equal monthly installments on the basis of one-twelfth (1/12th) of the agreed upon Annual Fee or One Million Five Hundred Forty-One Thousand Seven Hundred Ninety Three (\$1,541,793) dollars. Contractor shall invoice Verizon in accordance with Exhibit D of the Agreement.
3. Annual Forecast. The following represents the scope of work for the Verizon Wireless National Retail program for the Authorized Period. For each retail promotional period Hill Holliday will execute a limited number of master versions. The versions will be based on strategic market/area insights where similar markets will be grouped together for efficiencies. Changes to the scope of work are allowable as long as the changes are for like services of similar size and nature or the changes are not material, and neither will impact the overall scope of work and Fee. In the event of a significant change in scope which the Parties agree will result in an increase or decrease to the Fee, then such changes in scope must be approved in advance by both Parties in writing.

Annual Forecast	
PROGRAM:	VOLUME:
Newsprint	
Number of Publications	600 (Approximately)
Number of New Campaigns	25 - 30

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Number of Refreshers	30 - 35
AdSend	30,000-40,000
(Newspaper. x number of promotions/changeouts + revision factor of 20%)	
Indirect Print Templates	
Ads/templates to support indirect	20-30
Flyers	200-300
Radio Spots	
Number of promotional spots	150-200
Number of product spots	20-30
Number of versions	400 - 500
Spots traffic	20,000-30,000
Promotional TV	None
FSI's	
8-page Circular's	52 (1/week)
4 page FSI's	8-10
Out of Home	
Mobile Billboards	20-30
Directional Changeouts	20-30
Cinema Screens	10-15
Collateral	
Miscellaneous Projects (South Area)	300-400
PROGRAM:	VOLUME:
B2B	
Number of unique National Campaigns	5
Business Journal Versions	1,500-2,000
Major Daily versions	250
Number of unique Area Campaigns	10
Area Specific Versions	50-65
OOH (Airport and Billboards)	25-40
Collateral Database/Analytical Reports (2 systems)	24
Print on Demand New Flyer Creation	25-50
Print on Demand Flyers Maintenance	175-200
B2B Radio: Number of Promotional Spots/Trafficked Versions	5-7/40
National Account Templates	60-70
National Account Template Versions	500-600
Sponsorship Advertising	
Sports Team Advertisements	200-300
Charity/Business/Other Advertisements	150-200

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Sponsorship Signage	75-100
Regional One-Off Advertising Projects	
Grand Opening Projects	300-400
Out of Home	75-100
Magazine Ads	200
Newspaper Ads	200
PDF Flyers	75-100
POS/Trade Show Projects	50
Additional Retail and Administrative Assignments	
Store Locator Changes	100-150
POVs as Needed	
Presentation Development as Needed	
Sales/Promo Videos as Needed	
Research	
Qualitative and Quantitative Projects	6 - 8
Competitive	
Database and Analytic Consultation	

4. Incentive Compensation. Contractor may be eligible for incentive compensation not to exceed five percent (5%) of the Total Costs specified above or Eight Hundred Thirty-Two Thousand Five Hundred Sixty-Nine (\$832,569) dollars. Such incentive compensation shall be based upon Verizon's evaluation of Contractor's performance at Verizon's sole discretion.

5. Staffing Plan. Contractor shall provide the mutually agreed to staffing support as set forth below. The staffing plan shows required staffing for the scope of work and shall be reviewed at the end of the Authorized Period and adjusted for future periods based on the needs of Verizon. For purposes of clarification, the Parties understand that the below Staffing Plans were developed based on annual forecasts to determine the Annual Fee, which was thereafter pro-rated to determine the Amount Authorized for the Authorized Period:

Hill Holliday 2009 Salary Plan			
Department	TITLE	Verizon Wireless % of 1840 hours	Direct Labor Cost Cost
Account Service			
Joe Erwin*	President	5%	
Allen Bosworth	EVP, VZW National Retail Director	40%	
Ryan Alford	VZW Retail Account Director	100%	
Jeff Hoffman	National Retail Mgt. Supervisor	100%	
Shayne Thomas	National Retail Mgmt. Supervisor	100%	
Kat Sloan	National Mgt Supervisor, VP	100%	
Danielle Willett	National Retail Senior AE	100%	
Meagan Martin Nugent	National Retail Senior AE	100%	
Amanda Baizen	Account Coordinator	100%	
Larissa Blick	National Retail Junior AE	100%	
Jenn Chew	Sponsorship Account Supervisor	100%	
Natalie Walsh	Sponsorship Junior AE	100%	
Lindsay King Norris	Sponsorships AE	100%	
Marty Usiak	Northeast Mgt Supervisor, VP	100%	
Maranda Green DiSanto	Northeast AE	100%	
Colleen Raleigh	Northeast Supervisor	100%	
Cat Venechanos	Northeast Junior AE	100%	
Krissi Irwin	Northeast AE	100%	
Kathryn Weichel	South Area Management Supervisor	100%	
TBD	South Area Junior AE	100%	
Leslie Duncan	South Area Junior AE	100%	
Elizabeth Britt	South Area Junior AE	100%	
Ashley Metcalf	South Area AE	100%	
Danielle Gorsha	West Management Supervisor, VP	100%	
Indihara Santana	West AE	100%	
Tony Fiorito	West Junior AE	100%	
Kyrsten Hendrickson	West AE	100%	
Laurel Janssen	West Account Supervisor	100%	
Madelin Lopez	East AE	100%	
Beth Moats	Midwest Account Supervisor	100%	
Mary Kathryn Dillard	Midwest Junior AE	100%	

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EP147525

Coleman Dixon	Midwest Area Sr. AE	100%	
Ashley Leuke	Midwest Area Junior AE	100%	
Lauren Ellezy	MW Account Coordinator	100%	
Kathryn Ferguson	MW Junior AE	100%	
Tina Kolovchevich	National Indirect Supervisor, VP	100%	
Kathleen Bialek	National Indirect AE	100%	
Amanda Box	National Indirect Account Supervisor	100%	
Amanda De La Madriz	AAE Circular	100%	
Curtis Rose	B2B Sr. Account Supervisor	100%	
Julia Choi	B2B AAE	100%	
David Mitchell	B2B Junior AE	100%	
Jennifer Clanton	B2B AE	100%	
Martin Salsbury	B2B Senior AE	100%	
Roxanne Fleming	B2B Account Supervisor	100%	
Peggy Loftis	Account/Budget Coordinator	100%	
Cristin May	Jr AE	100%	
Total Account Service			\$3,296,640
Creative			
Lisa Diller	SVP, Group Creative Director	100%	
Karl Dunn	ACD Copy	73%	
Owen Irvin	Copywriter	100%	
Bill Graham	ACD, VP	100%	
TJ Bennett	ACD, VP	100%	
Meghan MaGauran	Jr Art Director	100%	
Pete Kearney	ACD Copy	100%	
Tony Lowe	Creative Supervisor	100%	
Owen Page	ACD Art	100%	
Jeremy Tufts	Sr Art Director	100%	
Michelle Breeze	Sr Copywriter	100%	
Andrew Robinson	Art Director	100%	
Jason Comerford	Proofreader	100%	
Susan Ritter	Portal Art Director	100%	
John McGhee	Junior AD	100%	
Jane Lee	Junior AD	100%	
Justine Moncreif	CW	100%	
Suhad Zraik	Senior Art Director	100%	
Dave Wilson	Copywriter	100%	
Steven Lund	Asst Art Director	100%	
TBD	ACD	100%	
TBD	ACD	100%	
Ben Cox	Asst Art Director	100%	
Kim Davenport	Art Director	100%	

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EP147526

Total Creative			\$2,562,155
Media Strategy, Analytics and Planning			
John Friedmann	VP, Director of Data Services	20%	
Ed Holmquist	Sr. Analyst	100%	
Tameika Jackson Wideman	Marketing Analyst	70%	
Susan Borst	Account Planner	100%	
Kerry Cole Sette	Research Director	70%	
Total Media Strategy, Analytics and Planning			\$495,508
Print Production, Broadcast Production and Studio			
Kurt Matheson	Director of Print Creative Services	50%	
Katie Ingram	Lead Production Manager	75%	
TBD	Print Production Manager	100%	
Tillman Cuttino	Print Production Manager	100%	
Cindy Galloway	Print Production Manager	100%	
David Galloway	Associate Production Manager	100%	
Thomas Dillard	Associate Production Manager	25%	
Cory Wickline	Associate Production Manager	100%	
Diana McGuire	Associate Production Manager	25%	
Lindsay Limbaugh	Associate Production Manager	100%	
TBD	Associate Production Manager	100%	
Bonnie Heller	SVP, Print Production	30%	
Rachel Rein	Art Buyer	100%	
Lauren Brunelle	Assistant Art Buyer	50%	
Ted Durham	Director of Studio Services	50%	
Heather Fine	Design Supervisor	100%	
Audrey Searles	Senior Designer	100%	
Darsey Culpepper	Graphic Designer	100%	
Bo Leslie	Graphic Designer	100%	
Stephanie Stephens	Graphic Designer	100%	
Erin Ank	Senior Designer	100%	
Bernie Bullock	Graphic Designer	100%	
Yuk Ming Chow	Graphic Designer	100%	
Linda Cheng	Graphic Designer	100%	
Natalie Kerechanin	Graphic Designer	100%	
Michael Brill	Graphic Designer	100%	
Trisha Russell	Senior Designer	100%	
Baker Gallimore	Graphic Designer	100%	
David Stone	Graphic Designer	100%	
Alexandra Barham	Graphic Designer	100%	
Nikki Krstovic	Graphic Designer	100%	

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Jason Craft	Studio Artist	100%	
Morgan Tubbs	Graphic Designer	100%	
TBD	Graphic Designer	100%	
TBD	Senior Designer	100%	
Glen DeKeyser	Ad Processing Supervisor	50%	
Pam Donohue	Ad Processing Manager	100%	
Sarah Walker	Ad Processing Coordinator	100%	
Jennifer Boring	Ad Processing Coordinator	100%	
Sarah Whipple	Ad Processing Coordinator	100%	
Matt Parker	Ad Processing Coordinator	100%	
Mary Yates	Ad Processing Coordinator	100%	
Emily Clark Labelle	Broadcast Coordinator	25%	
Ken Kitch	Broadcast Producer	100%	
Kim Noke	Senior Business Affairs Manager	5%	
Lindsay Worcester	Talent Coordinator	5%	
Terrance Stewart	Broadcast Producer	25%	
Rachel Rawlinson	Broadcast Producer	100%	
Christina Casa	Coordinator	100%	
Total Print Production, Broadcast Production and Studio			\$1,971,382
Total % of Time per Line of Business			11393%
Total FTE's per Line of Business			113.9
Total Costs - Verizon Wireless National Retail			
	\$8,325,685		
Overhead Costs @ 100%			
	\$8,325,685		
Total Costs			
	\$16,651,370		
Profit @ 10%			
	\$1,850,152		
Annual Fee Total			
	\$18,501,522		

EXHIBIT 29

COPY

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
GREENVILLE DIVISION
CASE NO. 6:08-3980-GRA

CONFIDENTIAL

HILL HOLLIDAY CONNORS COSMOPULOS,
INC., d/b/a ERWIN-PENLAND,
Plaintiffs,

DEPOSITION UNDER
ORAL EXAMINATION
OF
ROBYN DUVAL

-vs-

JEFFREY GREENFIELD and 1st
APPROACH, LLC,

Defendants, and
Third-Party
Plaintiffs,

-vs-

CELLICO PARTNERSHIP d/b/a VERIZON
WIRELESS, and JOSEPH A. ERWIN,
Third-Party
Defendants.

TRANSCRIPT of the deposition of the witness,
called for Oral Examination in the above-captioned
matter, said deposition being taken pursuant to the
Superior Court Rules of Practice and Procedure by
and before CHRISTINA LYNN HANSEN, a Notary Public
and Certified Court Reporter of the State of New
Jersey, at THE DOLCE HOTEL IN BASKING RIDGE, 300
North Maple Avenue, Basking Ridge, New Jersey, on
Wednesday, December 2, 2009, commencing at
approximately 12:48 in the afternoon.

MAGNA LEGAL SERVICES
Seven Penn Center
1635 Market Street - 8th Floor
Philadelphia, PA 19103
(215)207-9460

JOB # 35731

1 good events.

2 Q. Okay. And why so?

3 A. It targeted the African-American
4 community, and our goal was to target that
5 community.

6 Q. Okay. Did it -- was it successful in
7 your goal?

8 MS. McKINNEY: Objection.

9 MR. CHROMY: Objection.

10 A. To target the AA community, yes, it
11 was.

12 Q. Okay. Did you measure the success of
13 the program afterwards?

14 MS. McKINNEY: Objection.

15 A. I personally did not, no.

16 Q. Did Verizon?

17 A. A segmentation person within Verizon
18 did.

19 Q. Okay. And do you know what the
20 results were of that analysis?

21 A. I'm aware of those results.

22 Q. What were they?

23 A. I don't know.

24 Q. Okay. Were they favorable?

25 A. Some of them were -- you know, some

1 MS. MCKINNEY: Object to form.

2 MR. CHROMY: Objection.

3 A. It was part of the presentation.

4 Q. Okay.

5 A. So it was part of the presentation.

6 Q. Did you recommend that you continue
7 to invest in How Sweet the Sound?

8 A. Yes.

9 MS. MCKINNEY: Objection.

10 Q. Why is that?

11 A. Because it was a program to target
12 the AA community, and I felt like it was a good
13 program to target that. It's one that we
14 under-penetrate against, and this was a good program
15 to reach that audience.

16 Q. When you say, "Under-penetrate
17 against," can you explain that for me?

18 A. Verizon typically does very well
19 against Caucasian.

20 Q. Uh-huh?

21 A. But we don't do as well we under
22 index against multi-cultural and general, so
23 Hispanic or Asian or African-American.

24 Q. Is it for cell phones in particular
25 or is it across all lines of business?

1 A. No.

2 Q. No?

3 A. No.

4 Q. Was it a grassroots effort?

5 MS. McKINNEY: Objection.

6 A. It was a grassroot effort to trial in

7 Memphis.

8 Q. Did it have a T.V. component in

9 Memphis?

10 MS. McKINNEY: Objection.

11 A. No.

12 Q. Did it have an internet component?

13 MS. McKINNEY: Objection.

14 A. Yes. Online registration.

15 Q. Okay. Did you have text voting in

16 Memphis?

17 MS. McKINNEY: Objection.

18 A. Yes, we did.

19 Q. Do you think How Sweet the Sound was

20 a successful marketing tool for Verizon to raise

21 company perception of the African-American

22 community?

23 MS. McKINNEY: Objection.

24 MR. CHROMY: Objection.

25 A. Yes. My opinion is I think it took

Measurements and Results



- Gross Sales Results:
 - Memphis had the highest increase year over year and
 - Improved significantly from the 1st half of the year.
 - Memphis 16%; Nashville 5%; Knoxville 1% (GA YOY Jul to Dec)
 - YOY change vs. same period in 2006

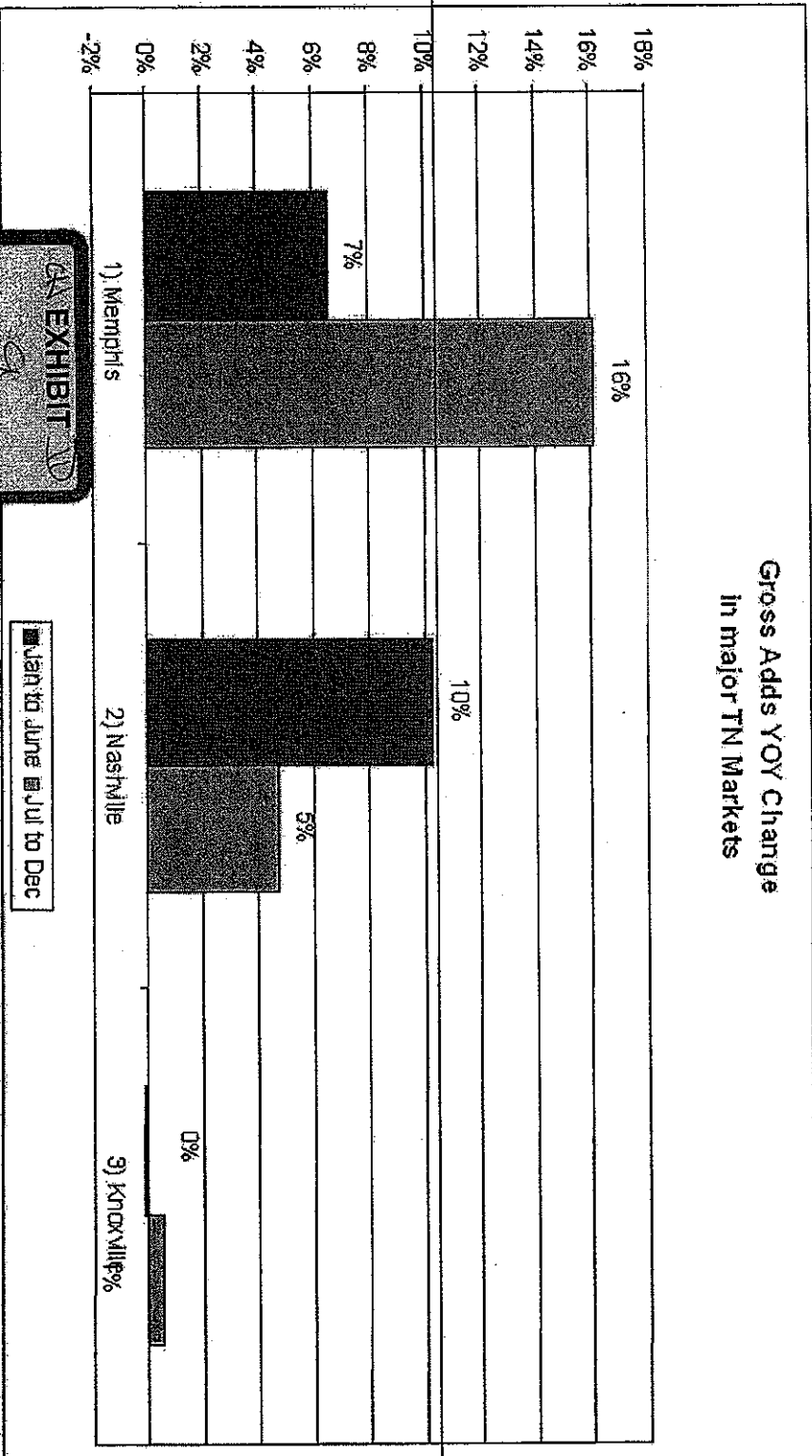


EXHIBIT 10

Jan to June Jul to Dec

citrix

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Talking: 4024, 4024/4024

100%



Measurements and Results

verizonwireless

- Targeted Gross Adds results:
 - AA in Memphis up 32% YOY when using DW/Axiom methodology
 - Highest increase (22%) in medium density AA zip codes (10%-50%)
 - YOY change in sales measured by AA zip code density

Memphis Gross Adds Change YOY
by AA zip code density

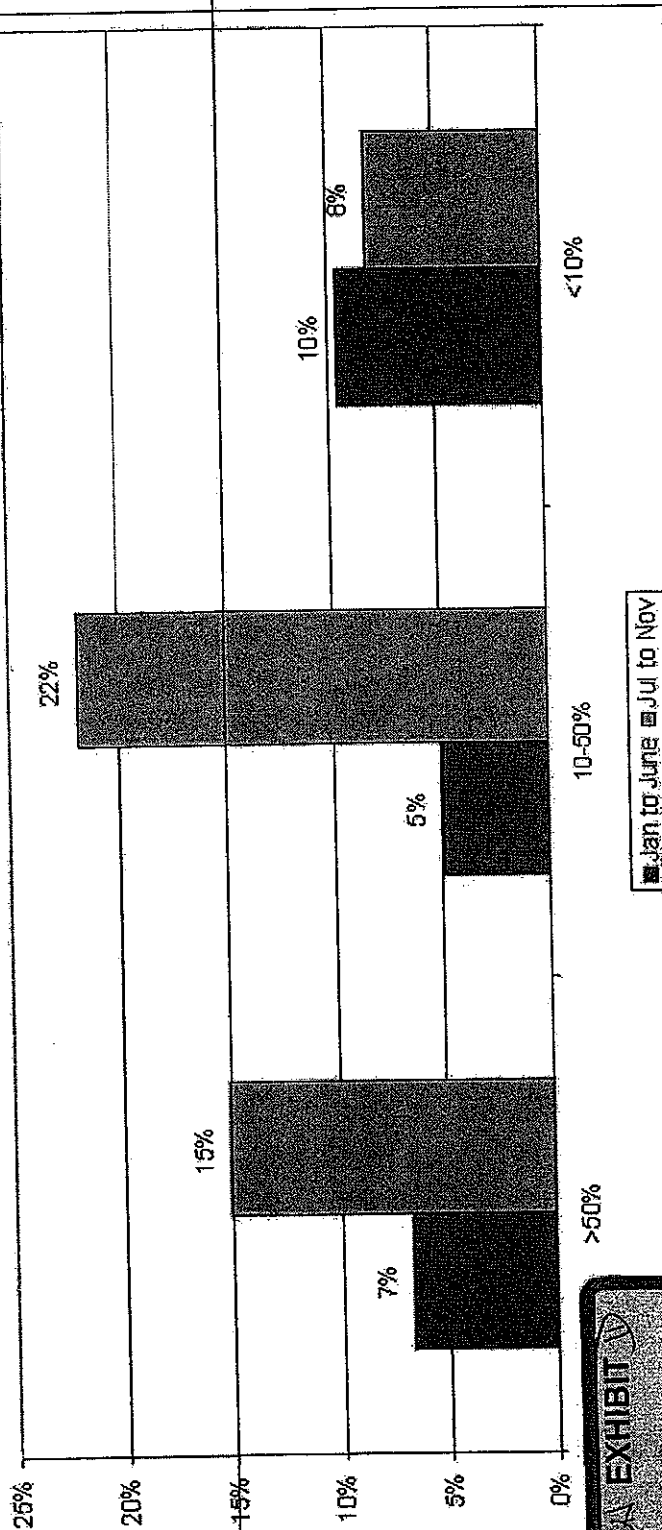


EXHIBIT D
160
12-2-2009

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Talking: ANA Composites

100%

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